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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2018

Or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period to

Commission file number 001- 34481

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**Mistras Group, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**22-3341267**

(I.R.S. Employer  
Identification No.)

**195 Clarksville Road**

**Princeton Junction, New Jersey**  
(Address of principal executive offices)

**08550**

(Zip Code)

**(609) 716-4000**

(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

As of May 2, 2018, the registrant had 28,334,217 shares of common stock outstanding.

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**PART I—FINANCIAL INFORMATION**
**ITEM 1. Financial Statements**

**Mistras Group, Inc. and Subsidiaries**  
**Condensed Consolidated Balance Sheets**  
(in thousands, except share and per share data)

	(unaudited)	
	March 31, 2018	December 31, 2017
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents	\$ 33,132	\$ 27,541
Accounts receivable, net	138,858	138,080
Inventories	11,008	10,503
Prepaid expenses and other current assets	18,200	18,884
Total current assets	201,198	195,008
Property, plant and equipment, net	88,033	87,143
Intangible assets, net	62,465	63,739
Goodwill	202,100	203,438
Deferred income taxes	1,632	1,606
Other assets	4,813	3,507
Total assets	\$ 560,241	\$ 554,441
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities		
Accounts payable	\$ 9,737	\$ 10,362
Accrued expenses and other current liabilities	60,302	65,561
Current portion of long-term debt	2,001	2,358
Current portion of capital lease obligations	5,202	5,875
Income taxes payable	5,528	6,069
Total current liabilities	82,770	90,225
Long-term debt, net of current portion	172,460	164,520
Obligations under capital leases, net of current portion	8,164	8,738
Deferred income taxes	9,144	8,803
Other long-term liabilities	11,339	11,363
Total liabilities	283,877	283,649
Commitments and contingencies		
Equity		
Preferred stock, 10,000,000 shares authorized	—	—
Common stock, \$0.01 par value, 200,000,000 shares authorized, 28,313,744 and 28,294,968 shares issued	282	282
Additional paid-in capital	223,576	222,425
Retained earnings	67,624	64,717
Accumulated other comprehensive loss	(15,305)	(16,805)
Total Mistras Group, Inc. stockholders' equity	276,177	270,619
Non-controlling interests	187	173
Total equity	276,364	270,792
Total liabilities and equity	\$ 560,241	\$ 554,441

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Mistras Group, Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Income**  
(in thousands, except per share data)

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Revenue</b>	\$ 187,630	\$ 163,318
Cost of revenue	133,787	115,002
Depreciation	5,698	5,163
<b>Gross profit</b>	48,145	43,153
Selling, general and administrative expenses	39,034	37,302
Research and engineering	756	643
Depreciation and amortization	2,950	2,502
Acquisition-related expense (benefit), net	(994)	(544)
<b>Income from operations</b>	6,399	3,250
Interest expense	1,792	1,018
<b>Income before provision for income taxes</b>	4,607	2,232
Provision for income taxes	1,688	534
<b>Net income</b>	2,919	1,698
Less: net income attributable to non-controlling interests, net of taxes	12	6
<b>Net income attributable to Mistras Group, Inc.</b>	\$ 2,907	\$ 1,692
Earnings per common share:		
Basic	\$ 0.10	\$ 0.06
Diluted	\$ 0.10	\$ 0.06
Weighted average common shares outstanding:		
Basic	28,304	28,687
Diluted	29,362	29,905

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Mistras Group, Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Comprehensive Income**  
**(in thousands)**

	Three months ended	
	March 31, 2018	March 31, 2017
Net income	\$ 2,919	\$ 1,698
Other comprehensive income:		
Foreign currency translation adjustments	1,500	1,450
Comprehensive income	4,419	3,148
Less: comprehensive income attributable to non-controlling interest	14	6
Comprehensive income attributable to Mistras Group, Inc.	<u>\$ 4,405</u>	<u>\$ 3,142</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Mistras Group, Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
(in thousands)

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Cash flows from operating activities</b>		
Net income	\$ 2,919	\$ 1,698
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	8,648	7,665
Deferred income taxes	260	(86)
Share-based compensation expense	1,126	1,724
Bad debt provision for unexpected customer bankruptcy	—	1,200
Fair value adjustments to contingent consideration	(1,033)	(625)
Other	(122)	(147)
Changes in operating assets and liabilities, net of effect of acquisitions		
Accounts receivable	(15)	6,161
Inventories	(468)	(585)
Prepaid expenses and other assets	(437)	1,716
Accounts payable	(732)	2,478
Accrued expenses and other liabilities	(3,703)	(7,053)
Income taxes payable	(625)	(733)
<b>Net cash provided by operating activities</b>	<b>5,818</b>	<b>13,413</b>
<b>Cash flows from investing activities</b>		
Purchase of property, plant and equipment	(5,182)	(3,416)
Purchase of intangible assets	(165)	(376)
Acquisition of businesses, net of cash acquired	—	(4,500)
Proceeds from sale of equipment	575	155
<b>Net cash used in investing activities</b>	<b>(4,772)</b>	<b>(8,137)</b>
<b>Cash flows from financing activities</b>		
Repayment of capital lease obligations	(1,630)	(1,643)
Proceeds from borrowings of long-term debt	371	917
Repayment of long-term debt	(834)	(663)
Proceeds from revolver	18,600	20,900
Repayment of revolver	(10,700)	(10,800)
Payment of contingent consideration for business acquisitions	(1,503)	(51)
Purchases of treasury stock	—	(6,000)
Taxes paid related to net share settlement of share-based awards	(43)	(41)
Proceeds from exercise of stock options	—	234
<b>Net cash provided by financing activities</b>	<b>4,261</b>	<b>2,853</b>
Effect of exchange rate changes on cash and cash equivalents	284	309
<b>Net change in cash and cash equivalents</b>	<b>5,591</b>	<b>8,438</b>
Cash and cash equivalents at beginning of period	27,541	19,154
Cash and cash equivalents at end of period	<b>\$ 33,132</b>	<b>\$ 27,592</b>
<b>Supplemental disclosure of cash paid</b>		
Interest	\$ 1,590	\$ 967
Income taxes	\$ 2,136	\$ 1,057
<b>Noncash investing and financing</b>		
Equipment acquired through capital lease obligations	\$ 587	\$ 667

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(tabular dollars and shares in thousands, except per share data)**

## **1. Description of Business and Basis of Presentation**

### ***Description of Business***

Mistras Group, Inc. and subsidiaries ("the Company") is a leading "one source" global provider of technology-enabled asset protection solutions used to evaluate the structural integrity and reliability of critical energy, industrial and public infrastructure. The Company combines industry-leading products and technologies, expertise in mechanical integrity (MI), non-destructive testing (NDT) and mechanical services and proprietary data analysis software to deliver a comprehensive portfolio of customized solutions, ranging from routine inspections to complex, plant-wide asset integrity assessments and management. These mission critical solutions enhance customers' ability to extend the useful life of their assets, increase productivity, minimize repair costs, comply with governmental safety and environmental regulations, manage risk and avoid catastrophic disasters. The Company serves a global customer base of companies with asset-intensive infrastructure, including companies in the oil and gas, fossil and nuclear power, alternative and renewable energy, public infrastructure, chemicals, commercial aerospace and defense, transportation, primary metals and metalworking, pharmaceutical/biotechnology and food processing industries and research and engineering institutions.

### ***Basis of Presentation***

The condensed consolidated financial statements contained in this report are unaudited. In the opinion of management, the condensed consolidated financial statements include all adjustments, which are of a normal recurring nature, necessary for a fair presentation of the results for the interim periods of the fiscal years ending December 31, 2018 and 2017. Certain items included in these statements are based on management's estimates. Actual results may differ from those estimates. The results of operations for any interim period are not necessarily indicative of the results expected for the year. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the notes to the audited consolidated financial statements contained in the Company's Annual Report on Form 10-K ("2017 Annual Report") for the year ended December 31, 2017, as filed with the Securities and Exchange Commission on March 14, 2018.

### ***Principles of Consolidation***

The accompanying unaudited condensed consolidated financial statements include the accounts of Mistras Group, Inc. and its wholly and majority-owned subsidiaries. For subsidiaries in which the Company's ownership interest is less than 100%, the non-controlling interests are reported in stockholders' equity in the accompanying condensed consolidated balance sheets. The non-controlling interests in net income, net of tax, is classified separately in the accompanying condensed consolidated statements of income. All significant intercompany accounts and transactions have been eliminated in consolidation.

### ***Reclassification***

Certain amounts in prior periods have been reclassified to conform to the current year presentation. Such reclassifications did not have a material effect on the Company's financial condition or results of operations as previously reported.

### ***Customers***

There were no customers that represented 10% of our revenues for the three months ended March 31, 2018. One customer accounted for 11% of our revenues for the three months ended March 31, 2017.

### ***Significant Accounting Policies***

The Company's significant accounting policies are disclosed in Note 2 — *Summary of Significant Accounting Policies* in the 2017 Annual Report. On an ongoing basis, the Company evaluates its estimates and assumptions, including among other things, those related to revenue recognition, valuations of accounts receivable, long-lived assets, goodwill, deferred tax assets and uncertain tax positions. Since the date of the 2017 Annual Report, there have been no material changes to the Company's significant accounting policies.

**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(tabular dollars and shares in thousands, except per share data)**

### **Income Taxes**

On December 22, 2017, the United States enacted fundamental changes to federal tax law following the passage of the Tax Cuts and Jobs Act (the "Tax Act"). This was a complex and significant change to the U.S. corporate tax system. We were required to account for certain aspects of the Tax Act in our financial statements for the period ended December 31, 2017, including the impact of the Tax Act on existing deferred tax balances and the one-time transition tax on foreign earnings (the "transition tax"). The Company is applying the guidance in SAB 118 in accounting for the enactment date effects of the Tax Act. At December 31, 2017, the Company made a provisional estimate of the transition tax as well as existing deferred balances. As discussed below, the Company has not completed its accounting for the tax effects of the Tax Act as of March 31, 2018. Our financial statements for the period ended March 31, 2018 reflect provisions of the Tax Act effective for periods beginning after December 31, 2017, which includes the reduced federal corporate tax rate of 21%, adjustments made to executive compensation and meals and entertainment rules, and the global intangible low-taxes income ("GILTI") and foreign derived intangible income ("FDII") provisions.

The Company's effective income tax rate was approximately 37% and 24% for the three months ended March 31, 2018 and 2017, respectively. The increase in the income tax rate for the three months ended March 31, 2018 is due to the impact of the GILTI and executive compensation provisions resulting from the passage of the Tax Act, and foreign tax rates different than the current statutory rate. The effective income tax rate for the three months ended March 31, 2017 was lower than the statutory rate for that period due to discrete items.

As of March 31, 2018, the amounts previously recorded for the Tax Act remain provisional related to the transition tax and resulting foreign tax credit, and the effect of the change in the federal corporate rate on the deferred tax assets. The Company has adjusted the Tax Act impact to the deferred tax asset for executive compensation, decreasing the deferred tax asset by approximately \$0.4 million due to a change in estimate of 2018 compensation. These estimates may be adjusted as the Company continues to gather and evaluate data and guidance to refine the impact of the Tax Act. The amounts recorded in 2018 for the Tax Act related to the calculations of the GILTI, FDII, executive compensation and meals and entertainment are the Company's best estimates based on the current data and guidance available. The Company is continuing to evaluate the state tax conformity to the Tax Act, including the GILTI provisions. Due to multiple uncertainties, the Company has not yet determined our accounting policy election with respect to recording deferred taxes for basis differences related to the GILTI provisions or to continue to record as a period cost.

### **Recent Accounting Pronouncements**

In August 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which defers the effective date of ASU 2014-09 for all entities by one year. This update is effective for public business entities for annual reporting periods beginning after December 15, 2017, including interim periods within those reporting periods. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. ASU 2014-09 became effective for the Company on January 1, 2018. The ASU permits two methods of adoption: retrospectively to each prior reporting period presented (full retrospective method), or retrospectively with the cumulative effect of initially applying the guidance recognized at the date of initial application (the cumulative catch-up transition method). The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Additionally, qualitative and quantitative disclosures are required about customer contracts, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract.

The Company adopted ASU 2014-09 along with the related additional ASU's on Topic 606 on January 1, 2018, utilizing the cumulative catch-up method. The result of adoption is immaterial to the Company's consolidated financial statements, largely because most of our projects are short-term in nature and billed on a time and material basis. The Company utilized a practical expedient that provides for revenue to be recognize in an amount that corresponds directly with the value to the customer of the entity's performance completed to date. See Note 2 for the Company's additional required disclosures under Topic 606.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. This amendment supersedes previous accounting guidance (*Topic 840*) and requires all leases, with the exception of leases with a term of 12 months or less, to be recorded on the balance sheet as lease assets and lease liabilities. ASU 2016-02 is effective for fiscal years, and interim periods within those fiscal years beginning after December 15, 2018, with early adoption permitted. The standard requires lessees and lessors to



**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
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recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company is evaluating the effect that ASU 2016-02 will have on its condensed consolidated financial statements and related disclosures.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230)*. This amendment will provide guidance on the presentation and classification of specific cash flow items to improve consistency within the statement of cash flows. ASU 2016-15 is effective for fiscal years, and interim periods within those fiscal years beginning after December 15, 2017, with early adoption permitted. ASU 2016-15 did not have a material impact on the Company's condensed consolidated financial statements and related disclosures.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350)*. This amendment eliminates Step Two of the goodwill impairment test. Under the amendments in this update, entities should perform the annual goodwill impairment test by comparing the carrying value of its reporting units to their fair value. An entity should record an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. Tax deductibility of goodwill should be considered in evaluating any reporting unit's impairment loss to be taken. ASU 2017-04 is effective for fiscal years beginning after December 15, 2019, with early adoption permitted. The Company early adopted ASU 2017-04 in the third quarter of 2017 for its condensed consolidated financial statements and related disclosures.

In May 2017, the FASB issued ASU 2017-09, *Compensation-Stock Compensation (Topic 718) Scope of Modification Accounting*. This amendment provides guidance concerning which changes to the terms or conditions of a share-based payment require an entity to apply modification accounting. Certain changes to stock awards, notably administrative changes, do not require modification accounting. There are three specific criteria that need to be met in order to prove that modification accounting is not required. ASU 2017-09 is effective for fiscal years, and interim period within those fiscal years, beginning after December 15, 2017, with early adoption permitted. ASU 2017-09 did not have any impact on the Company's condensed consolidated financial statements and related disclosures.

In December 2017, the SEC staff issued Staff Accounting Bulletin No. 118 ("SAB 118"), which provides guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the "Tax Act"). SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the Act for which the accounting under ASC 740 is complete. To the extent that a company's accounting for certain income tax effects of the Tax Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate in the financial statements. If a company cannot determine a provisional estimate to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the Tax Act. The Company considers the accounting for the Tax Act to be provisional as of December 31, 2017. The Company will complete the accounting for the tax effects of all of the provisions of the Tax Act within the required measurement period not to extend beyond one year from the enactment date.

## **2. Revenue**

The majority of our revenue is derived from providing services on a time and material basis and are short-term in nature. We account for revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*, which we adopted on January 1, 2018, using the cumulative catch-up transition method. The adoption of ASC Topic 606 did not impact the Company's condensed consolidated financial statements.

### ***Performance Obligations***

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account in ASC Topic 606. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of our contracts have a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and is, therefore, not distinct. The Company provides highly integrated and bundled inspection services to its customers. Some of our contracts have multiple performance obligations, most commonly due to the contract providing both goods and services. For contracts with multiple performance obligations, we allocate the contract's transaction price to each performance obligation using our best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is a relative selling price based on price lists.

**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(tabular dollars and shares in thousands, except per share data)**

Contract modifications are not routine in the performance of our contracts. Generally, when contracts are modified, the modification is to account for changes in scope to the goods and services that are provided. In most instances, contract modifications are for goods or services that are distinct, and, therefore, are accounted for as a separate contract.

Our performance obligations are satisfied over time as work progresses or at a point in time. The majority of our revenue recognized over time as work progresses is related to our service deliverables, which includes providing testing, inspection and mechanical services to our customers. Revenue is recognized over time based on time and material incurred to date which best portrays the transfer of control to the customer. The Company also utilizes an available practical expedient that provides for revenue to be recognized in an amount that corresponds directly with the value to the customer of the entity's performance completed to date. Fixed fee arrangements are determined based on expected labor, material, and overhead to be consumed on fulfillment of such services. Revenue is recognized on a cost-to-cost method tracked on an input basis.

The majority of our revenue recognized at a point in time is related to product sales when the customer obtains control of the asset, which is generally upon shipment to the customer. Contract costs include labor, material and overhead.

The Company expects any significant remaining performance obligations to be satisfied within one year.

### **Contract Estimates**

The majority of our revenues are short-term in nature. We do have Master Service Agreements (MSA's) that are long-term for the relationships with our customers, but these represent an overall frame work and terms of contract when the Company and the customer do agree upon services or products to be provided. The actual contracting to provide services or furnish products are triggered by a work order, purchase order, and some similar document issued pursuant to a MSA which sets for the scope of services and/or identifies the products to be provided. From time-to-time, the Company may enter into long-term contracts, which can range from several months to several years, revenue is recognized as work is performed based on total costs or total labor dollars incurred to date in relation to the total estimated costs or total labor dollars estimated at completion. This includes contract estimates of costs to be incurred for the performance of the contract. Cost estimation is based upon the professional knowledge and experience of our project managers, engineers and financial professionals. Factors that are considered in estimating the work to be completed include the availability of materials, the effect of any delays in our project performance and the recoverability of any claims. Whenever revisions of estimates, contract costs and/or contract values indicate that the contract costs will exceed estimated revenues, thus creating a loss, a provision for the total estimated loss is recorded in that period.

### **Revenue by Category**

The following series of tables presents our disaggregated revenues:

Revenue by industry was as follows:

<b>Three months ended March 31, 2018</b>	<b>Services</b>		<b>International</b>		<b>Products</b>		<b>Corp/Elim</b>		<b>Total</b>
Oil & Gas	\$	103,290	\$	8,108	\$	563	\$	—	\$ 111,961
Aerospace & Defense		12,457		14,465		667		—	27,589
Industrials		11,717		6,400		540		—	18,657
Power generation & Transmission		6,359		720		1,556		—	8,635
Other Process Industries		5,407		1,790		5		—	7,202
Infrastructure, Research & Engineering		2,180		2,519		500		—	5,199
Other		4,185		4,454		2,353		(2,605)	8,387
<b>Total</b>	<b>\$</b>	<b>145,595</b>	<b>\$</b>	<b>38,456</b>	<b>\$</b>	<b>6,184</b>	<b>\$</b>	<b>(2,605)</b>	<b>\$ 187,630</b>

Revenue per key geographic location was as follows:

**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(tabular dollars and shares in thousands, except per share data)**

<b>Three months ended March 31, 2018</b>	<b>Services</b>		<b>International</b>		<b>Products</b>		<b>Corp/Elim</b>		<b>Total</b>	
United States	\$	123,562	\$	267	\$	3,258	\$	(1,097)	\$	125,990
Other Americas		21,783		1,902		81		(253)		23,513
Europe		155		34,219		1,120		(1,226)		34,268
Asia-Pacific		95		2,068		1,725		(29)		3,859
<b>Total</b>	<b>\$</b>	<b>145,595</b>	<b>\$</b>	<b>38,456</b>	<b>\$</b>	<b>6,184</b>	<b>\$</b>	<b>(2,605)</b>	<b>\$</b>	<b>187,630</b>

### **Contract Balances**

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the condensed consolidated balance sheet. Amounts are generally billed as work progresses in accordance with agreed-upon contractual terms, generally at periodic intervals (e.g., biweekly or monthly). Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. However, we sometimes receive advances or deposits from our customers before revenue is recognized, resulting in contract liabilities. These assets and liabilities are reported on the condensed consolidated balance sheet on a contract-by-contract basis at the end of each reporting period.

Revenue recognized in 2018, that was included in the contract liability balance at the beginning of the year was \$1.8 million. Changes in the contract asset and liability balances during the year ended December 31, 2017, were not materially impacted by any other factors. The Company has elected to utilize a practical expedient to expense incremental costs incurred related to obtaining a contract. The Company's expenses would be expected to be amortized over a period less than one year.

### **3. Share-Based Compensation**

The Company has share-based incentive awards outstanding to its eligible employees and non-employee directors under three equity incentive plans: (i) the 2007 Stock Option Plan (the "2007 Plan"), (ii) the 2009 Long-Term Incentive Plan (the "2009 Plan") and (iii) the 2016 Long-Term Incentive Plan (the "2016 Plan"). No further awards may be granted under the 2007 and 2009 Plans, although awards granted under the 2007 and 2009 Plans remain outstanding in accordance with their terms. Awards granted under the 2016 Plan may be in the form of stock options, restricted stock units and other forms of share-based incentives, including performance restricted stock units, stock appreciation rights and deferred stock rights.

#### **Stock Options**

For the three months ended March 31, 2018 and 2017, the Company did not recognize any share-based compensation expense related to stock option awards, as all outstanding stock options awards are fully vested.

No unrecognized compensation costs remained related to stock option awards as of March 31, 2018.

No stock options were granted during the three months ended March 31, 2018 and March 31, 2017.

The following table sets forth a summary of the stock option activity, weighted average exercise prices and options outstanding as of March 31, 2018 and March 31, 2017.

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	For the three months ended March 31,			
	2018		2017	
	Common Stock Options	Weighted Average Exercise Price	Common Stock Options	Weighted Average Exercise Price
Outstanding at beginning of period:	2,130	\$ 13.43	2,167	\$ 13.33
Granted	—	\$ —	—	\$ —
Exercised	—	\$ —	(30)	\$ 7.67
Expired or forfeited	—	\$ —	—	\$ —
Outstanding at end of period:	<u>2,130</u>	<u>\$ 13.43</u>	<u>2,137</u>	<u>\$ 13.41</u>

**Restricted Stock Unit Awards**

For the three months ended March 31, 2018 and March 31, 2017, the Company recognized share-based compensation expense related to restricted stock unit awards of \$0.8 million and \$1.1 million, respectively. As of March 31, 2018, there was \$10.4 million of unrecognized compensation costs, net of estimated forfeitures, related to restricted stock unit awards, which are expected to be recognized over a remaining weighted average period of 2.9 years.

During the first three months of 2018 and 2017, the Company granted approximately 10,000 and 9,000 shares, respectively, of fully-vested common stock to its five non-employee directors, as provided for under the Company's non-employee director compensation plan. These shares had grant date fair values of \$0.2 million for each respective period, which was recorded as share-based compensation expense during the three months ended March 31, 2018 and March 31, 2017, respectively.

During the first three months of 2018 and 2017, approximately 4,000 and 5,000 restricted stock units vested for each period, respectively. The fair value of these units was \$0.1 million for each respective period. Upon vesting, restricted stock units are generally net share-settled to cover the required minimum withholding tax and the remaining amount is converted into an equivalent number of shares of common stock.

A summary of the Company's outstanding, non-vested restricted share units is presented below:

	For the three months ended March 31,			
	2018		2017	
	Units	Weighted Average Grant-Date Fair Value	Units	Weighted Average Grant-Date Fair Value
Outstanding at beginning of period:	532	\$ 21.05	569	\$ 20.81
Granted	211	\$ 19.20	—	\$ —
Released	(4)	\$ 24.08	(5)	\$ 24.09
Forfeited	(16)	\$ 19.82	(3)	\$ 21.31
Outstanding at end of period:	<u>723</u>	<u>\$ 20.52</u>	<u>561</u>	<u>\$ 20.78</u>

**Performance Restricted Stock Units**

The Company maintains Performance Restricted Stock Units (PRSUs) that have been granted to select executives and senior officers whose ultimate payout is based on the Company's performance over a one-year period based on three metrics, as defined: (1) Operating Income, (2) Adjusted EBITDAS and (3) Revenue. There also is a discretionary portion of the PRSUs based on individual performance, at the discretion of the Compensation Committee (Discretionary PRSUs). PRSUs and Discretionary PRSUs generally vest ratably on each of the first four anniversary dates upon completion of the performance period, for a total requisite service period of up to five years and have no dividend rights.

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PRSUs are equity-classified and compensation costs are initially measured using the fair value of the underlying stock at the date of grant, assuming that the target performance conditions will be achieved. Compensation costs related to the PRSUs are subsequently adjusted for changes in the expected outcomes of the performance conditions.

Discretionary PRSUs are liability-classified and adjusted to fair value (with a corresponding adjustment to compensation expense) based upon the targeted number of shares to be awarded and the fair value of the underlying stock each reporting period until approved by the Compensation Committee, at which point they are classified as equity.

A summary of the Company's Performance Restricted Stock Unit activity is presented below:

	For the three months ended March 31			
	2018		2017	
	Units	Weighted Average Grant-Date Fair Value	Units	Weighted Average Grant-Date Fair Value
Outstanding at beginning of period:	278	\$ 17.00	290	\$ 16.01
Granted	123	\$ 19.46	—	\$ —
Performance condition adjustments	5	\$ 18.36	(3)	\$ 23.30
Released	—	\$ —	—	\$ —
Forfeited	(12)	\$ 16.16	—	\$ —
Outstanding at end of period:	394	\$ 17.71	287	\$ 15.83

During the three months ended March 31, 2018 and March 31, 2017, the Compensation Committee approved the awards for calendar year 2017 and the seven-month transition period ending December 31, 2016, respectively. As a result, the calendar year 2017 PRSUs increased by approximately 5,000 units and the seven month transition period PRSUs reduced by approximately 3,000 units.

As of March 31, 2018, the liability related to Discretionary PRSUs was less than \$0.1 million and is classified within accrued expenses and other current liabilities on the condensed consolidated balance sheet.

For the three months ended March 31, 2018 and March 31, 2017, the Company recognized aggregate share-based compensation expense related to the awards described above of approximately \$0.1 million and \$0.4 million, respectively. At March 31, 2018, there was \$3.7 million of total unrecognized compensation costs related to approximately 394,000 non-vested performance restricted stock units, which are expected to be recognized over a remaining weighted average period of 2.6 years.

#### 4. Earnings per Share

Basic earnings per share is computed by dividing net income by the weighted-average number of shares outstanding during the period. Diluted earnings per share is computed by dividing net income by the sum of (1) the weighted-average number of shares of common stock outstanding during the period, and (2) the dilutive effect of assumed conversion of equity awards using the treasury stock method. With respect to the number of weighted-average shares outstanding (denominator), diluted shares reflects: (i) the exercise of options to acquire common stock to the extent that the options' exercise prices are less than the average market price of common shares during the period and (ii) the pro forma vesting of restricted stock units.

The following table sets forth the computations of basic and diluted earnings per share:

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	<u>Three months ended</u>	
	<u>March 31, 2018</u>	<u>March 31, 2017</u>
Basic earnings per share:		
Numerator:		
Net income attributable to Mistras Group, Inc.	\$ 2,907	\$ 1,692
Denominator:		
Weighted average common shares outstanding	28,304	28,687
Basic earnings per share	<u>\$ 0.10</u>	<u>\$ 0.06</u>
Diluted earnings per share:		
Numerator:		
Net income attributable to Mistras Group, Inc.	\$ 2,907	\$ 1,692
Denominator:		
Weighted average common shares outstanding	28,304	28,687
Dilutive effect of stock options outstanding	745	879
Dilutive effect of restricted stock units outstanding	313	339
	<u>29,362</u>	<u>29,905</u>
Diluted earnings per share	<u>\$ 0.10</u>	<u>\$ 0.06</u>

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**5. Acquisitions**

During the three months ended March 31, 2018, the Company did not complete any acquisitions.

The assets and liabilities of one of the businesses acquired in 2017 were included in the Company's condensed consolidated balance sheet based upon its estimated fair value on the date of acquisition as determined in a preliminary purchase price allocation, using available information and making assumptions management believes are reasonable. The Company is still in the process of completing its valuation of the assets acquired. The results of operations for this acquisition is included in the Services segment's results from the date of acquisition. Goodwill of \$36.4 million primarily relates to expected synergies and assembled workforce, which is deductible for tax purposes. Other intangible assets, primarily related to customer relationships and covenants not to compete, were \$23.8 million.

During the three months ended March 31, 2017, the Company completed one acquisition, which is located in the U.S., that primarily performs chemical and specialty process services, primarily in the aerospace industry. In this acquisition, the Company acquired the assets of the acquiree in exchange for aggregate consideration of \$4.5 million in cash and contingent consideration up to \$3.5 million to be earned based upon the acquired business achieving specific performance metrics over the initial three years of operations from the acquisition date. The Company accounted for this transaction in accordance with the acquisition method of accounting for business combinations.

**Dispositions**

During the fourth quarter of 2017, the Company began the process of marketing one of its subsidiaries in the Products and Systems segment for sale. The Company determined that the classification of being held for sale has been met as of December 31, 2017. For the three months ended March 31, 2018, this subsidiary represented 0.6% of consolidated revenues and income from operations was less than \$0.1 million. In the aggregate, the assets and liabilities of this subsidiary represents 0.5% and 0.1% of consolidated assets and liabilities, respectively, and are included in their natural classifications on the consolidated balance sheet as of March 31, 2018.

**Acquisition-Related Expense**

In the course of its acquisition activities, the Company incurs costs in connection with due diligence, professional fees, and other expenses. Additionally, the Company adjusts the fair value of acquisition-related contingent consideration liabilities on a quarterly basis. These amounts are recorded as acquisition-related expense (benefit), net, on the condensed consolidated statements of income and were as follows for the three months ended March 31, 2018 and 2017:

	Three months ended March 31,	
	2018	2017
Due diligence, professional fees and other transaction costs	\$ 39	\$ 81
Adjustments to fair value of contingent consideration liabilities	(1,033)	(625)
Acquisition-related expense (benefit), net	<u>\$ (994)</u>	<u>\$ (544)</u>

**6. Accounts Receivable, net**

Accounts receivable consisted of the following:

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	<u>March 31, 2018</u>	<u>December 31, 2017</u>
Trade accounts receivable	\$ 142,472	\$ 141,952
Allowance for doubtful accounts	(3,614)	(3,872)
Accounts receivable, net	<u>\$ 138,858</u>	<u>\$ 138,080</u>

The Company had \$24.4 million and \$14.4 million of unbilled revenues accrued as of March 31, 2018 and December 31, 2017, respectively. Unbilled revenues are generally billed in the subsequent quarter to their revenue recognition.

## 7. Property, Plant and Equipment, net

Property, plant and equipment consisted of the following:

	Useful Life (Years)	<u>March 31, 2018</u>	<u>December 31, 2017</u>
Land		\$ 2,717	\$ 2,414
Buildings and improvements	30-40	25,255	24,003
Office furniture and equipment	5-8	14,820	14,230
Machinery and equipment	5-7	195,532	191,721
		<u>238,324</u>	<u>232,368</u>
Accumulated depreciation and amortization		(150,291)	(145,225)
Property, plant and equipment, net		<u>\$ 88,033</u>	<u>\$ 87,143</u>

Depreciation expense for the three months ended March 31, 2018 and March 31, 2017 was \$6.1 million and \$5.5 million, respectively.

## 8. Goodwill

Changes in the carrying amount of goodwill by segment is shown below:

	<u>Services</u>	<u>International</u>	<u>Products and Systems</u>	<u>Total</u>
Balance at December 31, 2017	\$ 165,801	\$ 37,637	\$ —	\$ 203,438
Goodwill acquired during the period	—	—	—	—
Adjustments to preliminary purchase price allocations	(1,977)	—	—	(1,977)
Foreign currency translation	(433)	1,072	—	639
Balance at March 31, 2018	<u>\$ 163,391</u>	<u>\$ 38,709</u>	<u>\$ —</u>	<u>\$ 202,100</u>

The Company reviews goodwill for impairment on a reporting unit basis on October 1 of each year and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. As of March 31, 2018, the Company did not identify any changes in circumstances that would indicate the carrying value of goodwill may not be recoverable.

The Company's cumulative goodwill impairment as of March 31, 2018 and December 31, 2017 was \$23.1 million, of which \$13.2 million related to the Products and Systems segment and \$9.9 million related to the International segment.



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## 9. Intangible Assets

The gross amount, accumulated amortization and net carrying amount of intangible assets were as follows:

	Useful Life (Years)	March 31, 2018			December 31, 2017			
		Gross Amount	Accumulated Amortization	Net Carrying Amount	Gross Amount	Accumulated Amortization	Impairment	Net Carrying Amount
Customer relationships	5-14	\$ 114,545	\$ (60,037)	\$ 54,508	\$ 113,299	\$ (58,107)	\$ (170)	\$ 55,022
Software/Technology	3-15	17,319	(14,479)	2,840	19,523	(14,133)	(2,411)	2,979
Covenants not to compete	2-5	12,379	(10,620)	1,759	12,510	(10,438)	—	2,072
Other	2-12	10,068	(6,710)	3,358	10,109	(6,411)	(32)	3,666
<b>Total</b>		<b>\$ 154,311</b>	<b>\$ (91,846)</b>	<b>\$ 62,465</b>	<b>\$ 155,441</b>	<b>\$ (89,089)</b>	<b>\$ (2,613)</b>	<b>\$ 63,739</b>

Amortization expense for the three months ended March 31, 2018 and March 31, 2017 was \$2.5 million and \$2.2 million, respectively.

## 10. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	March 31, 2018	December 31, 2017
Accrued salaries, wages and related employee benefits	\$ 27,772	\$ 27,185
Contingent consideration, current portion	807	3,430
Accrued workers' compensation and health benefits	4,563	5,181
Deferred revenue	5,956	6,338
Legal settlement accrual	—	1,600
Other accrued expenses	21,204	21,827
<b>Total accrued expenses and other liabilities</b>	<b>\$ 60,302</b>	<b>\$ 65,561</b>

## 11. Long-Term Debt

Long-term debt consisted of the following:

	March 31, 2018	December 31, 2017
Senior credit facility	\$ 164,760	\$ 156,948
Notes payable	145	228
Other	9,556	9,702
<b>Total debt</b>	<b>174,461</b>	<b>166,878</b>
<b>Less: Current portion</b>	<b>(2,001)</b>	<b>(2,358)</b>
<b>Long-term debt, net of current portion</b>	<b>\$ 172,460</b>	<b>\$ 164,520</b>

### Senior Credit Facility

The Company's revolving credit agreement with its banking group ("Credit Agreement") provides the Company with a \$250.0 million revolving line of credit, which, under certain circumstances, can be increased to \$300.0 million. The Company may borrow up to \$30.0 million in non-U.S. Dollar currencies and use up to \$10.0 million of the credit limit for the issuance of letters of credit. The Credit Agreement has a maturity date of December 7, 2022. As of March 31, 2018, the Company had borrowings of \$164.8 million and a total of \$5.9 million of letters of credit outstanding under the Credit Agreement.

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Loans under the Credit Agreement bear interest at LIBOR plus an applicable LIBOR margin ranging from 1% to 2%, or a base rate less a margin of 1.25% to 0.375%, at the option of the Company, based upon the Company's Funded Debt Leverage Ratio. Funded Debt Leverage Ratio is defined as the ratio of (1) all outstanding indebtedness for borrowed money and other interest-bearing indebtedness as of the date of determination to (2) EBITDA (which is (a) net income, less (b) income (or plus loss) from discontinued operations and extraordinary items, plus (c) income tax expenses, plus (d) interest expense, plus (e) depreciation, depletion, and amortization (including non-cash loss on retirement of assets), plus (f) stock compensation expense, less (g) cash expense related to stock compensation, plus (h) certain amounts of EBITDA of acquired business for the prior twelve months, plus (i) certain expenses related to the closing of the Credit Agreement, plus (j) non-cash expenses which do not (in the current or any future period) represent a cash item (excluding non-cash gains which increase net income), plus (k) non-recurring charges (not to exceed \$5.0 million in the four consecutive fiscal quarters immediately preceding the date of determination) for items such as severance, lease termination charges, asset write-offs and litigation settlements paid during the period, all determined for the period of four consecutive fiscal quarters immediately preceding the date of determination. The Company has the benefit of the lowest margin if its Funded Debt Leverage Ratio is equal to or less than 0.5 to 1, and the margin increases as the ratio increases, to the maximum margin if the ratio is greater than 2.75 to 1. The Company will also bear additional costs for market disruption, regulatory changes effecting the lenders' funding costs, and default pricing of an additional 2% interest rate margin on any amounts not paid when due. Amounts borrowed under the Credit Agreement are secured by liens on substantially all of the assets of the Company and is guaranteed by some of our subsidiaries.

The Credit Agreement contains financial covenants requiring that the Company maintain a Funded Debt Leverage Ratio of no greater than 3.5 to 1 and an Interest Coverage Ratio of at least 3.0 to 1. Interest Coverage Ratio is defined as the ratio, as of any date of determination, of (a) EBITDA for the 12 month period immediately preceding the date of determination, to (b) all interest, premium payments, debt discount, fees, charges and related expenses of the Company and its subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, paid during the 12 month period immediately preceding the date of determination. The Company can elect to increase the Funded Debt Leverage Ratio to 3.75 to 1 temporarily for four fiscal quarters immediately following the fiscal quarter in which the Company acquires another business. The Company can make this election twice during the term of the Credit Agreement.

The Credit Agreement also limits the Company's ability to, among other things, create liens, make investments, incur more indebtedness, merge or consolidate, make dispositions of property, pay dividends and make distributions to stockholders or repurchase our stock, enter into a new line of business, enter into transactions with affiliates and enter into burdensome agreements. The Credit Agreement does not limit the Company's ability to acquire other businesses or companies except that the acquired business or company must be in the Company's line of business, the Company must be in compliance with the financial covenants on a pro forma basis after taking into account the acquisition, and, if the acquired business is a separate subsidiary, in certain circumstances the lenders will receive the benefit of a guaranty of the subsidiary and liens on its assets or a pledge of its stock.

As of March 31, 2018, the Company was in compliance with the terms of the Credit Agreement, and will continuously monitor its compliance with the covenants contained in its Credit Agreement.

#### ***Notes Payable and Other***

In connection with certain of its acquisitions, the Company issued subordinated notes payable to the sellers. The maturity of the notes that remain outstanding are three years from the date of acquisition and bear interest at the prime rate for the Bank of Canada, currently 3.45% as of March 31, 2018. Interest expense is recorded in the condensed consolidated statements of income.

The Company's other debt includes local bank financing provided at the local subsidiary levels used to support working capital requirements and fund capital expenditures. At March 31, 2018, there was approximately \$9.6 million outstanding, payable at various times from 2018 to 2029. Monthly payments range from \$1 thousand to \$19 thousand. Interest rates range from 0.6% to 6.2%.

#### **12. Fair Value Measurements**

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The Company performs fair value measurements in accordance with the guidance provided by ASC 820, Fair Value Measurements and Disclosures. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

***Financial instruments measured at fair value on a recurring basis***

The fair value of contingent consideration liabilities was estimated using a discounted cash flow technique with significant inputs that are not observable in the market and thus represents a Level 3 fair value measurement as defined in ASC 820. The significant inputs in the Level 3 measurement not supported by market activity include the probability assessments of expected future cash flows related to the acquisitions, appropriately discounted considering the uncertainties associated with the obligation, and as calculated in accordance with the terms of the applicable acquisition agreements.

The following table represents the changes in the fair value of Level 3 contingent consideration:

	Three months ended March 31,	
	2018	2017
Beginning balance	\$ 5,508	\$ 3,094
Acquisitions	—	2,508
Payments	(1,503)	(51)
Accretion of liability	65	68
Revaluation	(1,098)	(693)
Foreign currency translation	(63)	14
Ending balance	<u>\$ 2,909</u>	<u>\$ 4,940</u>

***Financial instruments not measured at fair value on a recurring basis***

The Company has evaluated current market conditions and borrower credit quality and has determined that the carrying value of its long-term debt approximates fair value. The fair value of the Company's notes payable and capital lease obligations approximates their carrying amounts based on anticipated interest rates which management believes would currently be available to the Company for similar issuances of debt.

**13. Commitments and Contingencies**

***Legal Proceedings and Government Investigations***

The Company is subject to periodic lawsuits, investigations and claims that arise in the ordinary course of business. The Company cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against it. Except possibly for certain of the matters described below, the Company does not believe that any currently pending legal proceeding to which the Company is a party will have a material adverse effect on its business, results of operations, cash flows or financial condition. The costs of defense and amounts that may be recovered against the Company may be covered by insurance for certain matters.

**Litigation and Commercial Claims**

The Company settled a consolidated purported class and collective action that resulted from the consolidation of two cases originally filed in California state court in April 2015. In connection with the settlement, the Company recorded a pre-tax charge of \$6.3 million during the three months ended June 30, 2016 and paid the settlement in February 2017.

The Company was a defendant in the lawsuit *AGL Services Company v. Mistras Group, Inc.*, in U.S. District Court for the Northern District of Georgia, filed November 2016. The case involved radiography work performed by the Company in 2012

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on the construction of a pipeline project in the U.S. At a trial concluded on October 26, 2017, the jury awarded the plaintiff its damages plus interest, which was fully covered and paid by insurance.

The Company's subsidiary in France has been involved in a dispute with a former owner of a business purchased by the Company's French subsidiary. The former owner received a judgment in his favor in the amount of \$0.4 million for payment of the contingent consideration portion of the purchase price for the business. The Company recorded an accrual for the full amount of the judgment during the three months ended June 30, 2016. The Company's subsidiary appealed the judgment and the entire judgment was overturned on appeal, however the full appeals process is not yet completed, and therefore, the Company has not adjusted the accrual as of March 31, 2018.

The Company was a defendant in a lawsuit, *Triumph Aerostructures, LLC d/b/a Triumph Aerostructures-Vought Aircraft Division v. Mistras Group, Inc.*, pending in Texas State district court, 193rd Judicial District, Dallas County, Texas, filed September 2016. The plaintiff alleged that in 2014 Mistras delivered a defective Ultrasonic inspection system and alleged damages of approximately \$2.3 million, the amount it paid for the system. In January 2018, the Company agreed to settle this matter for a payment of \$1.6 million and the Company subsequently obtained ownership of the underlying ultrasonic inspection components. A charge for \$1.6 million was recorded in 2017 and payment was made in February 2018.

#### Government Investigations

In May 2015, the Company received a notice from the U.S. Environmental Protection Agency ("EPA") that it performed a preliminary assessment at a leased facility the Company operates in Cudahy, California. Based upon the preliminary assessment, the EPA is conducting an investigation of the site, which includes taking groundwater and soil samples. The purpose of the investigation is to determine whether any hazardous materials were released from the facility. The Company has been informed that certain hazardous materials and pollutants have been found in the ground water in the general vicinity of the site and the EPA is attempting to ascertain the origination or source of these materials and pollutants. Given the historic industrial use of the site, the EPA determined that the site of the Cudahy facility should be examined, along with numerous other sites in the vicinity. At this time, the Company is unable to determine whether it has any liability in connection with this matter and if so, the amount or range of any such liability, and accordingly, has not established any accruals for this matter. The Company has not received any further communication from the EPA on this matter since 2015.

#### Other Potential Contingencies

Some of the Company's workforce is unionized and the terms of employment for these workers are governed by collective bargaining agreements, or CBAs. Under these CBAs, the Company's subsidiaries are required to contribute to the national pension funds for the unions representing these employees, which are multi-employer pension plans. The Company was notified that a significant project was awarded to another contractor in January 2018, and as a result, the Company and its subsidiaries may experience a significant reduction in the number of its employees covered by CBAs. Under certain circumstances, such a reduction in the number of employees participating in a multi-employer pension plan could result in a complete or partial withdrawal liability to these multi-employer pension plans under ERISA. Presently, the Company is uncertain when or whether its subsidiaries will incur withdrawal liability and is currently evaluating the materiality of a potential withdrawal liability under various scenarios.

#### **Acquisition-related contingencies**

The Company is liable for contingent consideration in connection with certain of its acquisitions. As of March 31, 2018, total potential acquisition-related contingent consideration ranged from zero to approximately \$6.7 million and would be payable upon the achievement of specific performance metrics by certain of the acquired companies over the next 2.3 years of operations. See Note 5 - *Acquisitions* to these condensed consolidated financial statements for further discussion of the Company's acquisitions.

#### **14. Segment Disclosure**

The Company's three operating segments are:

- *Services*. This segment provides asset protection solutions predominantly in North America, with the largest concentration in the United States, followed by Canada, consisting primarily of non-destructive testing and

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inspection and engineering services that are used to evaluate the structural integrity and reliability of critical energy, industrial and public infrastructure.

- *International.* This segment offers services, products and systems similar to those of the other segments to select markets within Europe, the Middle East, Africa, Asia and South America, but not to customers in China and South Korea, which are served by the Products and Systems segment.
- *Products and Systems.* This segment designs, manufactures, sells, installs and services the Company's asset protection products and systems, including equipment and instrumentation, predominantly in the United States.

Costs incurred for general corporate services, including finance, legal, and certain other costs that are provided to the segments are reported within Corporate and eliminations. Sales to the International segment from the Products and Systems segment and subsequent sales by the International segment of the same items are recorded and reflected in the operating performance of both segments. Additionally, engineering charges and royalty fees charged to the Services and International segments by the Products and Systems segment are reflected in the operating performance of each segment. All such intersegment transactions are eliminated in the Company's consolidated financial reporting.

Selected consolidated financial information by segment for the periods shown was as follows (intercompany transactions are eliminated in Corporate and eliminations):

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Revenues</b>		
Services	\$ 145,595	\$ 126,329
International	38,456	34,256
Products and Systems	6,184	5,550
Corporate and eliminations	(2,605)	(2,817)
	\$ 187,630	\$ 163,318

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Gross profit</b>		
Services	\$ 34,710	\$ 30,213
International	10,707	10,460
Products and Systems	2,890	2,594
Corporate and eliminations	(162)	(114)
	\$ 48,145	\$ 43,153

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Income (loss) from operations</b>		
Services	\$ 12,275	\$ 7,380
International	920	3,034
Products and Systems	273	(449)
Corporate and eliminations	(7,069)	(6,715)
	\$ 6,399	\$ 3,250

Income (loss) from operations by operating segment includes intercompany transactions, which are eliminated in Corporate and eliminations.

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	Three months ended	
	March 31, 2018	March 31, 2017
<b>Depreciation and amortization</b>		
Services	\$ 5,970	\$ 5,318
International	2,281	1,844
Products and Systems	362	567
Corporate and eliminations	35	(64)
	<u>\$ 8,648</u>	<u>\$ 7,665</u>
	March 31, 2018	December 31, 2017
<b>Intangible assets, net</b>		
Services	\$ 45,912	\$ 46,864
International	13,717	13,899
Products and Systems	2,186	2,261
Corporate and eliminations	650	715
	<u>\$ 62,465</u>	<u>\$ 63,739</u>
	March 31, 2018	December 31, 2017
<b>Total assets</b>		
Services	\$ 380,009	\$ 377,585
International	153,458	150,779
Products and Systems	13,025	12,733
Corporate and eliminations	13,749	13,344
	<u>\$ 560,241</u>	<u>\$ 554,441</u>

Revenues by geographic area for the three months ended March 31, 2018 and 2017, respectively, were as follows:

	Three months ended	
	March 31, 2018	March 31, 2017
<b>Revenues</b>		
United States	\$ 125,990	\$ 111,531
Other Americas	23,513	15,473
Europe	34,268	30,660
Asia-Pacific	3,859	5,654
	<u>\$ 187,630</u>	<u>\$ 163,318</u>

**Mistras Group, Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(tabular dollars and shares in thousands, except per share data)**

## **15. Repurchase of Common Stock**

On October 7, 2015, the Company's Board of Directors approved a \$50 million stock repurchase plan. As part of this plan, on August 17, 2016, the Company entered into an agreement with its then CEO, Dr. Sotirios Vahaviolos, to purchase up to 1 million of his shares, commencing in October 2016. Pursuant to the agreement, in general, the Company purchased from Dr. Vahaviolos up to \$2 million of shares each month, at a 2% discount to the average daily closing price of the Company's common stock for the preceding month. From the inception of the plan through December 31, 2017, the Company purchased 1,000,000 shares from Dr. Vahaviolos at an average price of \$21.92 per share for an aggregate cost of approximately \$21.9 million and approximately 146,000 shares in the open market at an average price of \$20.48 per share, for an aggregate cost of approximately \$3.0 million.

The Company retired all its repurchased shares during the fourth quarter of 2017 and they are not included in common stock issued and outstanding as of March 31, 2018 and December 31, 2017. There were no repurchases of common stock during the three months ended March 31, 2018. As of March 31, 2018, approximately \$25.1 million remained available to repurchase shares under the stock repurchase plan.

## **ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following Management's Discussion and Analysis ("MD&A") includes a narrative explanation and analysis of our results of operations and financial condition for the three months ended March 31, 2018 and March 31, 2017. The MD&A should be read together with our condensed consolidated financial statements and related notes included in Item 1 in this Quarterly Report on Form 10-Q and our audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2017, filed March 14, 2018 ("2017 Annual Report"). Unless otherwise specified or the context otherwise requires, "Mistras," "the Company," "we," "us" and "our" refer to Mistras Group, Inc. and its consolidated subsidiaries. The MD&A includes disclosure in the following areas:

- Forward-Looking Statements
- Overview
- Results of Operations
- Liquidity and Capital Resources
- Critical Accounting Policies and Estimates

### **Forward-Looking Statements**

This report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934 ("Exchange Act"). Such forward-looking statements include those that express plans, anticipation, intent, contingency, goals, targets or future development and/or otherwise are not statements of historical fact. These forward-looking statements are based on our current expectations and projections about future events and they are subject to risks and uncertainties known and unknown that could cause actual results and developments to differ materially from those expressed or implied in such statements.

In some cases, you can identify forward-looking statements by terminology, such as "goals," or "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "may," "could," "should," "would," "predicts," "appears," "projects," or the negative of such terms or other similar expressions. You are urged not to place undue reliance on any such forward-looking statements, any of which may turn out to be wrong due to inaccurate assumptions, various risks, uncertainties or other factors known and unknown. Factors that could cause or contribute to differences in results and outcomes from those in our forward-looking statements include, without limitation, those discussed in the "Business—Forward-Looking Statements," and "Risk Factors" sections of our 2017 Annual Report as well as those discussed in this Quarterly Report on Form 10-Q and in our other filings with the Securities and Exchange Commission ("SEC").

### **Overview**

We offer our customers "one source for asset protection solutions"® and are a leading global provider of technology-enabled asset protection solutions used to evaluate the structural integrity and reliability of critical energy, industrial and public infrastructure. We combine industry-leading products and technologies, expertise in mechanical integrity (MI), Non-

Destructive Testing (NDT), Destructive Testing (DT), mechanical and predictive maintenance (PdM) services, process and fixed asset engineering and consulting services, proprietary data analysis and our world class enterprise inspection database management and analysis software, PCMS, to deliver a comprehensive portfolio of customized solutions, ranging from routine inspections to complex, plant-wide asset integrity management and assessments. These mission critical solutions enhance our customers' ability to comply with governmental safety and environmental regulations, extend the useful life of their assets, increase productivity, minimize repair costs, manage risk and avoid catastrophic disasters. Our comprehensive "OneSource" portfolio of customized solutions, utilizing a proven systematic method that creates a closed-loop lifecycle for addressing continuous asset protection and improvement, helps us to deliver value to our customers.

Our operations consist of three reportable segments: Services, International and Products and Systems.

- *Services* provides asset protection solutions predominantly in North America with the largest concentration in the United States, followed by Canada, consisting primarily of NDT and inspection, mechanical and engineering services that are used to evaluate the structural integrity and reliability of critical energy, industrial and public infrastructure.
- *International* offers services, products and systems similar to those of the other segments to select markets within Europe, the Middle East, Africa, Asia and South America, but not to customers in China and South Korea, which are served by the Products and Systems segment.
- *Products and Systems* designs, manufactures, sells, installs and services the Company's asset protection products and systems, including equipment and instrumentation, predominantly in the United States.

Given the role our solutions play in ensuring the safe and efficient operation of infrastructure, we have historically provided a majority of our solutions to our customers on a regular, recurring basis. We perform these services largely at our customers' facilities, while primarily servicing our aerospace customers at our growing network of state-of-the-art, in-house laboratories. These solutions typically include NDT and inspection services, and can also include a wide range of mechanical services, including engineering assessments, heat tracing, pre-inspection insulation stripping, inspections, coating applications, re-insulation, and long-term condition-monitoring. Under this business model, many customers outsource their inspection to us on a "run and maintain" basis. We have established long-term relationships as a critical solutions provider to many of the leading companies with asset-intensive infrastructure in our target markets. These markets include oil and gas (downstream, midstream, upstream and petrochemical), commercial aerospace and defense, power generation (natural gas, fossil, nuclear, alternative, renewable, and transmission and distribution), public infrastructure, chemicals, transportation, primary metals and metalworking and research and engineering institutions.

We have focused on providing our advanced asset protection solutions to our customers using proprietary, technology-enabled software and testing instruments, including those developed by our Products and Systems segment. We have made numerous acquisitions in an effort to grow our base of experienced, certified personnel, expand our service lines and technical capabilities, increase our geographical reach and leverage our fixed costs. We have increased our capabilities and the size of our customer base through the development of applied technologies and managed support services, organic growth and the integration of acquired companies. These acquisitions have provided us with additional service lines, technologies, resources and customers that we believe will enhance our advantages over our competition.

Demand for outsourced asset protection solutions has generally increased over the last ten years, creating demand from which our entire industry has benefited. We believe continued growth can be realized in all of our target markets. During the first half of 2017, market conditions were soft, driven by lower oil prices which have caused many of the Company's oil and gas customers to curtail spending for our services and products. However, during the fall of 2017, market conditions turned modestly positive and we believe this will continue through the first half of 2018. In addition, demand for our services in the aerospace industry are strong and we are focused on expanding our capabilities to service this market.

## **Results of Operations**

Condensed consolidated results of operations for the three months ended March 31, 2018 and March 31, 2017 were as follows:



	Three months ended	
	March 31, 2018	March 31, 2017
	(\$ in thousands)	
<b>Revenues</b>	\$ 187,630	\$ 163,318
<b>Gross profit</b>	48,145	43,153
<i>Gross profit as a % of Revenue</i>	25.7%	26.4%
Total operating expenses	41,746	39,903
<i>Operating expenses as a % of Revenue</i>	22.2%	24.4%
<b>Income from operations</b>	6,399	3,250
<i>Income from Operations as a % of Revenue</i>	3.4%	2.0%
Interest expense	1,792	1,018
Income before provision for income taxes	4,607	2,232
Provision for income taxes	1,688	534
<b>Net income</b>	2,919	1,698
Less: net income attributable to non-controlling interests, net of taxes	12	6
<b>Net income attributable to Mistras Group, Inc.</b>	<u>\$ 2,907</u>	<u>\$ 1,692</u>

#### Note About Non-GAAP Measures

In this MD&A under the heading "Income (loss) from Operations", the non-GAAP financial performance measure "Income before special items" is used for each of our three segments, the Corporate segment and the "Total Company", with tables reconciling the measure to a financial measure under GAAP. This non-GAAP measure excludes from the GAAP measure "Income from Operations" (a) transaction expenses related to acquisitions, such as professional fees and due diligence costs, (b) the net changes in the fair value of acquisition-related contingent consideration liabilities, (c) impairment charges and (d) other special items. These adjustments have been excluded from the GAAP measure because these expenses and credits are not related to the Company's or Segment's core business operations. The acquisition related costs and special items can be a net expense or credit in any given period.

We believe investors and other users of our financial statements benefit from the presentation of "Income before special items" for each of our three segments, the Corporate segment and the Total Company in evaluating our performance. Income before special items excludes the identified adjustments, which provides additional tools to compare our core business operating performance on a consistent basis and measure underlying trends and results in our business. Income before special items is not used to determine incentive compensation for executives or employees, nor is it a replacement for GAAP and /or comparable to other companies non-GAAP financial measures.

#### Revenue

Revenues for the three months ended March 31, 2018 were \$187.6 million, an increase of \$24.3 million, or 15%, compared with the three months ended March 31, 2017.

	Three months ended	
	March 31, 2018	March 31, 2017
	(\$ in thousands)	
<b>Revenues</b>		
Services	\$ 145,595	\$ 126,329
International	38,456	34,256
Products and Systems	6,184	5,550
Corporate and eliminations	(2,605)	(2,817)
	<u>\$ 187,630</u>	<u>\$ 163,318</u>

*Three Months*

In the three months ended March 31, 2018, total revenues increased 15% due to a combination of high single digit acquisition growth, mid-single digit organic growth and low-single digit favorable impact of foreign exchange rates. Services segment revenues increased 15%, driven by high-single digit acquisition growth and mid-single digit organic growth. International segment revenues increased 12%, driven by mid-double digit favorable impacts of foreign exchange rates, offset by a low single digit organic decline. Products and Systems segment revenues increased by 11% driven by higher sales volume.

Oil and gas customer revenues comprised approximately 60% and 59% of total Company revenues for the three months ended March 31, 2018 and 2017, respectively. Aerospace customer revenues comprised approximately 12% and 11% of total Company revenues for the three months ended March 31, 2018 and 2017, respectively. The Company's top ten customers comprised approximately 41% of total revenues for the three months ended March 31, 2018, as compared to 43% for the three months ended March 31, 2017. One customer, BP plc., accounted for approximately 11% of total revenues for the three months ended March 31, 2017.

**Gross Profit**

Gross profit increased by \$5.0 million, or 12%, in the three months ended March 31, 2018, on a sales increase of 15%.

Gross profit by segment for the three months ended March 31, 2018 and March 31, 2017 was as follows:

	Three months ended	
	March 31, 2018	March 31, 2017
	(\$ in thousands)	
<b>Gross profit</b>		
Services	\$ 34,710	\$ 30,213
<i>% of segment revenue</i>	23.8%	23.9%
International	10,707	10,460
<i>% of segment revenue</i>	27.8%	30.5%
Products and Systems	2,890	2,594
<i>% of segment revenue</i>	46.7%	46.7%
Corporate and eliminations	(162)	(114)
	<u>\$ 48,145</u>	<u>\$ 43,153</u>
<i>% of total revenue</i>	25.7%	26.4%

*Three months*

Gross profit margin was 25.7% and 26.4% for the three month periods ended March 31, 2018 and 2017, respectively. Services segment gross profit margins had a year-on-year decline of 10 basis points to 23.8% in the three months ended March 31, 2018, which reflect a slight change in sales mix. International segment gross margins had a year-on-year decline of 270 basis points to 27.8% in the three months ended March 31, 2018. This decline was primarily driven by lower revenues of in-house inspections within our German subsidiary, which typically generates higher margins. Products and Systems segment gross margin for the three months ended March 31, 2018 was 46.7%, consistent with the prior year.

## Income from Operations

The following table shows a reconciliation of the income from operations to income before special items for each of the Company's three segments and for the Company in total:

	Three months ended	
	March 31, 2018	March 31, 2017
	(\$ in thousands)	
<b>Services:</b>		
Income from operations (GAAP)	\$ 12,275	\$ 7,380
Bad debt provision for a customer bankruptcy	—	1,200
Severance costs	—	16
Acquisition-related expense (benefit), net	(1,033)	(124)
Income before special items (non-GAAP)	11,242	8,472
<b>International:</b>		
Income from operations (GAAP)	920	3,034
Severance costs	89	13
Acquisition-related expense (benefit), net	—	(501)
Income before special items (non-GAAP)	1,009	2,546
<b>Products and Systems:</b>		
Income (loss) from operations (GAAP)	273	(449)
Severance costs	—	—
Income (loss) before special items (non-GAAP)	273	(449)
<b>Corporate and Eliminations:</b>		
Loss from operations (GAAP)	(7,069)	(6,715)
Acquisition-related expense (benefit), net	39	81
Loss before special items (non-GAAP)	(7,030)	(6,634)
<b>Total Company</b>		
Income from operations (GAAP)	\$ 6,399	\$ 3,250
Bad debt provision for a customer bankruptcy	—	1,200
Severance costs	89	29
Acquisition-related expense (benefit), net	(994)	(544)
Income before special items (non-GAAP)	\$ 5,494	\$ 3,935

### Three months

For the three months ended March 31, 2018, income from operations (GAAP) increased \$3.1 million, or 97%, compared with the three months ended March 31, 2017, while income before special items (non-GAAP) increased \$1.6 million, or 40%. As a percentage of revenues, income before special items increased by 50 basis points to 2.9% in the three months ended March 31, 2018 from 2.4% in the three months ended March 31, 2017.

Operating expenses increased \$1.8 million during the three months ended March 31, 2018, driven primarily by additional operating expenses pertaining to Services segment acquisitions of approximately \$2.5 million, offset by an \$0.4 million favorable impact of acquisition related benefits.

### Interest Expense

Interest expense was approximately \$1.8 million and \$1.0 million for the three months ended March 31, 2018 and 2017, respectively. The increases were due to increased borrowings on the Company's revolving line of credit attributable primarily to acquisitions completed during 2017.

**Income Taxes**

The Company's effective income tax rate was approximately 37% and 24% for the three months ended March 31, 2018 and 2017, respectively. The increase in the income tax rate for the three months ended March 31, 2018 is due to the impact of the GILTI and executive compensation provisions resulting from the passage of the Tax Act, and foreign tax rates different than the current statutory rate. The effective income tax rate for the three months ended March 31, 2017 was lower than the statutory rate for that period due to discrete items.

**Liquidity and Capital Resources**

Cash flows are summarized in the table below:

	Three months ended	
	March 31, 2018	March 31, 2017
	(\$ in thousands)	
Net cash provided by (used in):		
Operating activities	\$ 5,818	\$ 13,413
Investing activities	(4,772)	(8,137)
Financing activities	4,261	2,853
Effect of exchange rate changes on cash	284	309
Net change in cash and cash equivalents	<u>\$ 5,591</u>	<u>\$ 8,438</u>

**Cash Flows from Operating Activities**

During the three months ended March 31, 2018, cash provided by operating activities was \$5.8 million, representing a year-on-year decrease of \$7.6 million, or 57%. The decrease was primarily attributable to movements in working capital, including the timing of collections on accounts receivable.

**Cash Flows from Investing Activities**

During the three months ended March 31, 2018, cash used in investing activities was \$4.8 million, compared with \$8.1 million in 2017. During the first three months of 2018, we did not have any outflows related to acquisitions, compared with \$4.5 million in the comparable prior year quarter. Capital expenditures were \$5.3 million for the first quarter of 2018, compared with \$3.8 million in the comparable prior year quarter.

**Cash Flows from Financing Activities**

Net cash provided by financing activities was \$4.3 million for the three months ended March 31, 2018. The Company borrowed \$7.9 million, net, on its Credit Agreement, for working capital needs, offset by \$2.1 million payments of debt and capital lease obligations. For the comparable period in 2017, net cash provided by financing activities was \$2.9 million. The Company borrowed \$10.1 million, net, on its Credit Agreement, of which \$6.0 million was used for treasury stock repurchases and \$1.4 million was used to reduce the Company's debt and capital lease obligations.

**Effect of Exchange Rate Changes on Cash and Cash Equivalents**

The effect of exchange rate changes on our cash and cash equivalents was a net increase of \$0.3 million in each of the first three months of 2018 and 2017.

**Cash Balance and Credit Facility Borrowings**

The terms of our Credit Agreement have not changed from those set forth in Part II, Item 7 of our 2017 Annual Report under the Section "Liquidity and Capital Resources", under the heading "Cash Balance and Credit Facility Borrowings," and Note 11 - *Long-Term Debt* to these condensed consolidated financial statements in this Quarterly Report, under the heading "Senior Credit Facility."

As of March 31, 2018, we had cash and cash equivalents totaling \$33.1 million and available borrowing capacity of \$79.3 million under our Credit Agreement with borrowings of \$164.8 million and \$5.9 million of letters of credit outstanding. We finance operations primarily through our existing cash balances, cash collected from operations, bank borrowings and capital lease financing. We believe these sources are sufficient to fund our operations for the foreseeable future.

As of March 31, 2018, we were in compliance with the terms of the Credit Agreement, and we will continuously monitor our compliance with the covenants contained in our Credit Agreement.

### **Contractual Obligations**

There have been no significant changes in our contractual obligations and outstanding indebtedness as disclosed in the 2017 Annual Report.

### **Off-balance Sheet Arrangements**

During the three months ended March 31, 2018, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

### **Critical Accounting Policies and Estimates**

There have been no significant changes to our critical accounting policies and estimates from the information provided in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included in the 2017 Annual Report.

### **ITEM 3. Quantitative and Qualitative Disclosures about Market Risk**

There have been no significant changes to the Company’s quantitative and qualitative disclosures about market risk as discussed in Part II, Item 7A “Quantitative and Qualitative Disclosures About Market Risk,” included in the 2017 Annual Report.

### **ITEM 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

As of March 31, 2018, the Company carried out an evaluation, under the supervision and with the participation of the Company’s management, including the Company’s Chief Executive Officer and the Company’s Chief Financial Officer, of the effectiveness of the design and operation of the Company’s disclosure controls and procedures, as such term is defined in Rule 13a-15(e) of the Exchange Act. Based on the evaluation, the Company’s Chief Executive Officer and Chief Financial Officer have concluded that the Company’s disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms.

#### **Changes in Internal Control Over Financial Reporting**

There has been no change in the Company’s internal control over financial reporting that occurred during the Company’s quarter ended March 31, 2018 that has materially affected, or is reasonably likely to materially affect, such internal control over financial reporting.

**PART II—OTHER INFORMATION****ITEM 1. Legal Proceedings**

See Note 13 - *Commitments and Contingencies* to the condensed consolidated financial statements included in this Quarterly Report for a description of our legal proceedings. There have been no material developments with regard to any matters disclosed under Part I, Item 3 "Legal Proceedings" in our 2017 Annual Report, except as disclosed in such Note 13.

**ITEM 1.A. Risk Factors**

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors discussed under the "Risk Factors" section included in our 2017 Annual Report. There have been no material changes to the risk factors previously disclosed in the 2017 Annual Report.

**ITEM 2. Unregistered Sale of Equity Securities and Use of Proceeds****(a) Sales of Unregistered Securities**

None.

**(b) Use of Proceeds from Public Offering of Common Stock**

None.

**(c) Repurchases of Our Equity Securities**

The following table sets forth the shares of our common stock we acquired during the quarter as a result of the surrender of shares by employees to satisfy tax withholding obligations in connection with the vesting of restricted stock units. There were no shares of stock acquired during the quarter pursuant to our publicly announced share repurchase plan.

Month Ending	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup>
January 31, 2018	2,253	\$ 22.58	—	\$ 25,081,657
February 28, 2018	—	\$ —	—	\$ 25,081,657
March 31, 2018	100	\$ 20.48	—	\$ 25,081,657

(1) - On October 7, 2015, the Company announced that its Board of Directors approved a share repurchase plan, which authorizes the expenditure of up to \$50.0 million for the purchase of the Company's common stock.

**ITEM 3. Defaults Upon Senior Securities**

None.

**ITEM 4. Mine Safety Disclosures**

Not applicable.

**ITEM 5. Other Information**

None.

**ITEM 6. Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Employment Agreement between the Company and Sotirios J. Vahaviolos, dated February 28, 2018</a>
<a href="#">10.2</a>	<a href="#">Employment Agreement between the Company and Dennis Bertolotti, dated March 13, 2018</a>
<a href="#">31.1</a>	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.</a>
<a href="#">31.2</a>	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.</a>
<a href="#">32.1</a>	<a href="#">Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS	XBRL Instance Document
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.LAB	XBRL Labels Linkbase Document
101.PRE	XBRL Presentation Linkbase Document
101.DEF	XBRL Definition Linkbase Document

**Signatures**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**MISTRAS GROUP, INC.**

By: /s/ Edward J. Prajzner

Edward J. Prajzner

Senior Vice President, Chief Financial Officer and Treasurer

(Principal Financial and Accounting Officer and duly authorized officer)

Date: May 8, 2018



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made amended and restated as of the 28<sup>th</sup> day, February, 2018, by and between MISTRAS GROUP INC., a Delaware corporation (the "Company") and SOTIRIOS J. VAHAVIOLOS ("Mr. Vahaviolos").

**RECITALS:**

WHEREAS, Mr. Vahaviolos is currently employed by the Company as the Executive Chairman of its Board of Directors (the "Board") and its Chief Executive Officer pursuant to the Employment Agreement between the Company and Mr. Vahaviolos dated September 1, 2009 (as amended July 14, 2010 and January 24, 2014) (the "Prior Agreement");

WHEREAS, the Company wishes to employ Mr. Vahaviolos solely as the Executive Chairman of the Board pursuant to the terms of this Agreement;

WHEREAS, the Company has authorized and approved the execution of this Agreement and Mr. Vahaviolos desires to be employed by the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and Mr. Vahaviolos intend for this Agreement to replace and supersede the Prior Agreement in full respects.

NOW, THEREFORE, the parties agree as follows:

1. Employment. The Company shall employ Mr. Vahaviolos and Mr. Vahaviolos shall be employed by the Company upon the terms and conditions set forth in this Agreement.

1.1 Term. The term of this Agreement will begin August 10, 2017 (the "Effective Date") and continue until September 1, 2020 (the "Term"). Thereafter, the Term will automatically renew for successive one-year periods unless either party gives notice of non-renewal to the other at least 90 days before the end of the initial term or then current renewal term, as the case may be.

1.2 Position and Duties. Mr. Vahaviolos shall serve as Executive Chairman of the Board, and will have the authority, duties and responsibilities customarily associated with this title including (a) regularly

attending and presiding at Board meetings, (b) chairing the annual meeting of the Company's stockholders, (c) acting as a liaison between the Company's senior management and the Board and its committees, (d) advising the Company's senior management on matters of Company operations and (e) otherwise performing the duties of the Executive Chairman of the Board, as well as such other customary duties as the Board may assign to him from time to time. Mr. Vahaviolos will report directly to and be subject to the control and direction of the Board, consistent with his position and applicable law.

1.3 Full Time. Mr. Vahaviolos shall devote all of his business time, attention, knowledge and skills faithfully and to the best of his ability to the performance of the duties and responsibilities of his employment under this Agreement. It is understood that Mr. Vahaviolos may desire to serve as a member of or advisor to the board of directors or other governing body of one or more other corporations or business entities. Mr. Vahaviolos will be permitted to do so, subject to the prior written consent of the Board or the Compensation Committee of the Board (the "Compensation Committee"), which consent will not be unreasonably withheld. Mr. Vahaviolos may engage in personal, charitable and passive investment activities, so long as such other activities do not conflict or interfere with his obligations to, or his ability to perform the duties and responsibilities of his employment with, the Company.

1.4 Company Policies. Mr. Vahaviolos will observe and adhere to all applicable written Company policies and procedures in effect from time to time, including, without limitation, policies on business ethics and conduct, and policies on the use of inside information and insider trading.

## 2. Compensation.

2.1 Base Salary. From and after the Effective Date and until December 31, 2017, the Company will pay a base salary to Mr. Vahaviolos at an annual rate of \$504,000, in accordance with its regular payroll practices. From and after January 1, 2018 and during the remainder of the Term, the Company will pay a base salary to Mr. Vahaviolos at an annual rate of \$425,000, in accordance with its regular payroll practices (Mr. Vahaviolos' annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary"). The Board and/or the Compensation Committee will review Mr. Vahaviolos's Base Salary at least annually. The Board or the Compensation Committee, acting in its discretion, may increase (but may not decrease) Mr. Vahaviolos's Base Salary in effect at any time during the Term.

2.2 Short Term Incentive Awards. Mr. Vahaviolos will be eligible for an annual short term incentive award under the Company's short term or other annual incentive plan applicable to senior executives generally. Mr. Vahaviolos' 2017 annual target incentive opportunity will be equal to 85% of Base Salary (with actual bonus ranging from 0 to 170% of Base Salary, depending upon the extent to which the performance target is or is not attained). Beginning on January 1, 2018 and with respect to subsequent fiscal years commencing or ending during the remainder of the Term, Mr. Vahaviolos' annual target incentive opportunity will be equal to 75% of Base Salary (with actual bonus ranging from 0 to 150% of Base Salary, depending upon the extent to which the performance target is or is not attained). The performance criteria for the Company's annual incentive awards for any year will be established and communicated by the Company before or as soon as practicable after the beginning of the year. The short term incentive award, if any, earned by Mr. Vahaviolos for any year will be payable consistent with the payment of annual incentive compensation to senior executives generally.

### 3. Benefits and Expenses.

3.1 General. Mr. Vahaviolos will be entitled to participate in such qualified and nonqualified employee pension plans, stock option or other equity or long term incentive compensation plans, group health, long term disability and group life insurance plans, and any other welfare and fringe benefit plans, arrangements, programs and perquisites sponsored or maintained by the Company from time to time for the benefit of any other employee of the Company. Mr. Vahaviolos shall be entitled to six weeks' annual vacation, to be taken in accordance with the vacation policy of the Company applicable to its senior management generally.

3.2 Specific Items. Unless the Board determines otherwise, during the Term, Mr. Vahaviolos will receive the additional benefits and perquisites described below.

(a) Home Office. The Company will provide such computer and other electronic equipment and services as are reasonably required in order to enable Mr. Vahaviolos to tend to the business of the Company outside of regular business hours and when he is otherwise away from the Company's offices.

(b) Life Insurance Coverage. The Company will pay the annual premium cost of a \$1.5 million term life insurance policy on the life of Mr. Vahaviolos (which policy will be owned by Mr. Vahaviolos or his designee). Upon Mr. Vahaviolos' termination of employment for any reason other than his death, Mr. Vahaviolos will have the right to continue the term life insurance policy; provided that, Mr. Vahaviolos will be solely responsible for the annual premium payments except as set forth in Section 5.1(g) and 5.2(e) below.

(c) Continuing Medical Coverage. Upon Mr. Vahaviolos' termination of employment for any reason, he and his spouse will continue to be eligible to participate in the Company's group health plan until Mr. Vahaviolos' death or, in the event Mr. Vahaviolos predeceases his spouse, his spouse's death, subject to the conditions of such group health plan, so long as Mr. Vahaviolos or his spouse, as applicable, pays taxes on the value of the benefits provided (the "Continuing Medical Coverage Benefit"). Notwithstanding the foregoing, in the event fulfilling its commitments to provide the Continuing Medical Coverage Benefit by reason of change in applicable law, may, in the Company's reasonable view, result in tax or other penalties on the Company, this provision shall terminate and the parties shall, in good faith, negotiate for a substitute provision which does not result in such tax or other penalties.

3.3 Conditions of Employment. Mr. Vahaviolos' place of employment and conditions of employment will be consistent with his status as the Executive Chairman of the Board. Mr. Vahaviolos will be entitled to first-class travel for flights; provided, that Mr. Vahaviolos must first use any available first upgrades.

3.4 Reimbursement of Business Expenses. Mr. Vahaviolos is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement, and the Company will promptly reimburse him for all expenses that are so incurred upon presentation of appropriate vouchers or receipts, subject to the Company's expense reimbursement policies applicable to an Executive Chairman of the Board or as otherwise approved by the Compensation Committee.

#### 4. Termination of Employment.

4.1 Resignation. Mr. Vahaviolos may terminate his employment before the end of the Term upon 60 days prior written notice to the Company. Upon receipt of such notice, the Board, at its sole discretion, may relieve Mr. Vahaviolos of his active duties and may require Mr. Vahaviolos to use any accrued and unused paid time off, including vacation, during the notice period. The Board may also waive such notice, and/or set an earlier termination date upon receipt of such notice, in which event Mr. Vahaviolos's employment will terminate on the earlier termination date.

4.2 Termination by the Company for Cause. The Board may terminate Mr. Vahaviolos's employment at any time for "Cause" if Mr. Vahaviolos:

(a) is convicted of or pleads nolo contendere to a felony or is indicted for the commission of a felony against the Company that has a materially adverse effect on the Company's business;

(b) commits fraud or a material act or omission involving dishonesty with respect to the Company, as reasonably determined by the Company;

(c) willfully fails or refuses to carry out the material responsibilities of his employment, as reasonably determined by the Company; or

(d) willfully engages in any act or omission that is in violation of a material policy of the Company, including, without limitation, policies on business ethics and conduct, and policies on the use of inside information and insider trading.

A decision to terminate Mr. Vahaviolos's employment for Cause must be made, if at all, by the affirmative vote of a majority of the members of the Board (not including Mr. Vahaviolos) at a meeting of the Board called and held for such purpose (after reasonable notice to Mr. Vahaviolos and an opportunity for Mr. Vahaviolos, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, Mr. Vahaviolos engaged in conduct set forth above and specifying the particulars thereof in reasonable detail. If the act or omission giving rise to the termination for Cause is curable by Mr. Vahaviolos, the Board will provide 30 days written notice to Mr. Vahaviolos of its intent to terminate Mr. Vahaviolos for Cause, with an explanation of the reason(s) for the termination for Cause, and if Mr.

Vahaviolos cures the act or omission within the 30 day notice period (as reasonably determined by the Board in its good faith discretion), the Board will rescind the notice of termination and Mr. Vahaviolos's employment will not be terminated for Cause at the end of the 30 day notice period. If Mr. Vahaviolos has previously been afforded the opportunity to cure particular behavior and successfully cured under this provision, the Board will have no obligation to provide Mr. Vahaviolos with notice and an opportunity to cure a recurrence of that behavior prior to a termination for Cause. For purposes of this Section, no act or failure to act by Mr. Vahaviolos shall be deemed "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that such action of omission was in, or not opposed to, the best interest of the Company.

4.3 Termination by the Company Without Cause. The Board may terminate Mr. Vahaviolos's employment as Executive Chairman of the Board without Cause at any time before the end of the Term, subject to 60 days prior written notice to Mr. Vahaviolos. Following such notice, the Board, at its sole discretion, may relieve Mr. Vahaviolos of his active duties and require Mr. Vahaviolos to use any accrued and unused paid time off, including vacation, during the notice period. The Board may at its sole discretion also provide 60 days pay in lieu of notice. For the purposes hereof, the termination of this Agreement at the expiration of the initial Term or a renewal Term due to non-renewal by the Company pursuant to Section 1.1 will be deemed to be a termination of Mr. Vahaviolos's employment by the Company without Cause. Upon Mr. Vahaviolos' termination of employment by the Company without Cause, Mr. Vahaviolos agrees that he will resign from the Board and all other positions, if any, that he holds with the Company.

4.4 Termination by Mr. Vahaviolos for Good Reason. Mr. Vahaviolos may terminate his employment for Good Reason at any time (before the end of the Term) if:

(a) there is a material adverse change in Mr. Vahaviolos's status or position as Executive Chairman of the Board, including, without limitation, a material diminution of his position, duties, responsibilities or authority or the assignment to him of duties or responsibilities that are materially inconsistent with his status or position;

(b) a material reduction in Mr. Vahaviolos's annual Base Salary;

(c) a material reduction in Mr. Vahaviolos' target short term incentive award opportunity during a calendar year in violation of Section 2.2;

(d) a breach by the Company of any of its material obligations under this Agreement;

(e) in connection with a Change in Control, the failure or refusal by the successor or acquiring company to expressly assume the obligations of the Company under this Agreement.

Before terminating his employment for Good Reason, Mr. Vahaviolos must specify in writing to the Company (or the successor or acquiring company) the nature of the act or omission that Mr. Vahaviolos deems to constitute Good Reason and provide the Company (or the successor or acquiring company) 30 days after receipt of such notice to review and, if required, correct the situation (and thus prevent Mr. Vahaviolos's termination for Good Reason). Notice of termination for Good Reason must be provided, if at all, within 90 days after the occurrence of the event or condition giving rise to such termination.

4.5 Termination Due to Disability. If Mr. Vahaviolos becomes "Disabled," the Company may terminate his employment. For this purpose, Mr. Vahaviolos will be considered "Disabled" if Mr. Vahaviolos is unable to substantially perform the customary duties and responsibilities of his employment for 180 consecutive calendar days or 180 or more calendar days during any 365 calendar day period by reason of physical or mental incapacity which is expected to result in death or last indefinitely, as determined by a duly licensed physician selected by the Company. Mr. Vahaviolos acknowledges that, if he becomes "Disabled" under the preceding definition, he will have become unable to perform the essential functions of his position and there would be no reasonable accommodation which would not constitute an undue hardship to the Company that the Company could make due to the nature of his position. Mr. Vahaviolos's termination due to Disability will be effective immediately upon the Company mailing or transmitting written notice of such termination to Mr. Vahaviolos.

4.6 Termination Due to Death. If Mr. Vahaviolos dies during the Term, his employment and this Agreement will terminate on the date of his death.

## 5. Payments and Benefits Upon Termination of Employment.

5.1 Termination of Employment by the Company without Cause or by Mr. Vahaviolos for Good Reason. If Mr. Vahaviolos's employment is terminated by the Company without Cause pursuant to Section 4.3 or by Mr. Vahaviolos for Good Reason pursuant to Section 4.4, then, subject to Section 7, Mr. Vahaviolos shall be entitled to receive the following payments and benefits:

(a) a single cash payment equal to the sum of (1) the unpaid amount, if any, of Base Salary previously earned by Mr. Vahaviolos through the date of his termination, and (2) the unpaid amount, if any, of the short term incentive award earned by Mr. Vahaviolos for the preceding year;

(b) payment of any business expenses that were previously incurred but not reimbursed and are otherwise eligible for reimbursement;

(c) any payments or benefits which are payable to Mr. Vahaviolos or his covered spouse, or a dependent or beneficiary of Mr. Vahaviolos, under and in accordance with the provisions of any employee plan, program or arrangement of the Company, and settlement of any previously earned and unpaid long-term incentive awards;

(d) a cash payment equal to the product of (1) the short term incentive award (if any) that would have been earned by Mr. Vahaviolos for the calendar year in which his employment terminates if his employment had not terminated, multiplied by (2) a fraction, the numerator of which is the number of days elapsed from the beginning of that calendar year until the date his employment terminates, and the denominator of which is 365 ("Pro Rata Bonus"), which payment will be made when the bonus for such calendar year would otherwise have been paid;

(e) a single sum cash payment, to be made as soon as practicable (but not more than thirty days) following termination of employment, of an amount equal to 1.5 times the sum of (1) the highest annual rate of Mr. Vahaviolos's Base Salary at any time during the 24 months preceding the termination of his employment, and (2) Mr. Vahaviolos's target short term incentive award for the calendar year in which his employment terminates (or, if greater, the actual annual short term incentive award earned by Mr. Vahaviolos for the preceding calendar year);

(f) Mr. Vahaviolos will be deemed to have satisfied in full any service-based vesting condition under any then outstanding long-term incentive awards, with the amount payable under any then outstanding performance-based awards being determined at the end of the applicable performance period as if Mr. Vahaviolos's employment had continued;

(g) the Company will continue to make the premium payments described in Section 3.2(b) with respect to the life insurance policy on Mr. Vahaviolos's life for 24 months following the termination of his employment or until his earlier death; and

(h) Mr. Vahaviolos will continue to receive for a period of 24 months after the termination of his employment such perquisites (including, without limitation, any financial planning services) as were made available to him at any time during the 12 months preceding the termination of his employment.

5.2 Termination Due to Disability or Death. If Mr. Vahaviolos's employment is terminated by the Company due to Disability pursuant to Section 4.5, or if Mr. Vahaviolos's employment terminates by reason of his death, then, subject to Section 7, Mr. Vahaviolos (or his beneficiary, as the case may be) shall be entitled to receive the following payments and benefits:

(a) a single cash payment equal to the sum of (1) the unpaid amount, if any, of Base Salary previously earned by Mr. Vahaviolos through the date of his termination, and (2) the amount of any business expenses that were previously incurred but not reimbursed and are otherwise eligible for reimbursement;

(b) any payments or benefits which are payable to Mr. Vahaviolos, his spouse or any of his dependents or any beneficiary under and in accordance with the provisions of any employee plan,

program or arrangement of the Company;

(c) a single sum cash payment equal to the sum of (1) an amount equal to six months' Base Salary, (2) the unpaid amount, if any, of the short term incentive award earned by Mr. Vahaviolos for the preceding year, and (3) an amount equal to his target bonus for the year multiplied by a fraction, the numerator of which is the number of days elapsed from the beginning of that calendar year until the date his employment terminates, and the denominator of which is 365;

(d) Mr. Vahaviolos will be deemed to have satisfied in full any service-based vesting condition under any then outstanding long-term incentive awards, with the amount payable under any then outstanding performance-based awards being determined at the end of the applicable performance period as if Mr. Vahaviolos's employment had continued; and

(e) if Mr. Vahaviolos's employment is terminated due to his Disability, the Company will continue to make the premium payments described in Section 3.2(b) with respect to the life insurance policy on Mr. Vahaviolos's life for 24 months following the termination of his employment or until his earlier death.

5.3 Termination by the Company for Cause or Voluntary Termination by Mr. Vahaviolos. If the Company terminates Mr. Vahaviolos's employment for Cause pursuant to Section 4.2 or if Mr. Vahaviolos resigns his employment before the end of the Term (other than a termination by Mr. Vahaviolos for Good Reason pursuant to Section 4.4), then Mr. Vahaviolos shall not be entitled to any additional payments or benefits except for payments and benefits, if any, that may have been earned and are or will be payable under and in accordance with the terms of any employee benefit plan in which Mr. Vahaviolos is a participant when his employment terminates.

## 6. Change in Control.

6.1 General. Except as otherwise specified in this Section 6, Mr. Vahaviolos will not be entitled to any additional rights, payments or benefits as a result of a "Change in Control" (as defined in Section 6.5 below), it being understood, however, that, except as otherwise enhanced pursuant to this Section 6, the provisions of this Agreement, including, without limitation, the provisions of Sections 4 and 5 (relating to the termination of Mr. Vahaviolos's employment) will continue in full force and effect subsequent to any such Change in Control. Notwithstanding the foregoing, if (a) within two years after a Change in Control, Mr. Vahaviolos's employment is terminated by the Company without Cause or by Mr. Vahaviolos for Good Reason, or (b) within six months before a Change in Control, Mr. Vahaviolos's employment is terminated by the Company without Cause at the request of the acquiring company or otherwise in contemplation of the Change in Control, then (1) the Pro Rata Bonus element of Mr. Vahaviolos's severance, as described in Section 5.1(d) above, will be determined with reference to Mr. Vahaviolos's target short term incentive bonus for the year of termination and payment of the Pro Rata Bonus will be made in a lump sum cash payment at or promptly after the time of such termination or, if later, immediately prior to the occurrence of the Change in Control, and (2) in lieu of the payment described in Section 5.1(e), a single cash sum payment, to be made as soon as practicable (but not more than thirty days) following termination of



employment, of an amount equal to 2.0 times the sum of (x) the highest annual rate of Mr. Vahaviolos' Base Salary at any time during the 24 months preceding the termination of his employment, and (y) Mr. Vahaviolos' target short term incentive award for the calendar year in which his employment terminates (or, if greater, the actual annual short term incentive award earned by Mr. Vahaviolos for the preceding calendar year).

6.2 Effect of a Change in Control on Long Term Incentive Awards. All outstanding equity-based incentive awards granted by the Company to Mr. Vahaviolos shall become fully vested immediately before the occurrence of a Change in Control if (a) Mr. Vahaviolos is then still employed by or in the service of the Company, or (b) within six months preceding the Change in Control, Mr. Vahaviolos's employment is terminated by the Company without Cause or by him for Good Reason; with the payout under any performance-based award being equal to the target amount.

### 6.3 Section 280G.

(a) If any payment or benefit (including payments and benefits pursuant to this Agreement) that Mr. Vahaviolos would receive in connection with a Change in Control from the Company or otherwise ("Transaction Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) the net after-tax benefit that Mr. Vahaviolos would receive by reducing the Transaction Payments to three times the "base amount," as defined in Section 280G(b)(3) of the Code, (the "Parachute Threshold") is greater than the net after-tax benefits Mr. Vahaviolos would receive if the full amount of the Transaction Payments were paid to Mr. Vahaviolos, then the Transaction Payments payable to Mr. Vahaviolos shall be reduced (but not below zero) so that the Transaction Payments due to Mr. Vahaviolos do not exceed the amount of the Parachute Threshold, reducing first any Transaction Payments under Section 5.1(e) hereof.

(b) Unless Mr. Vahaviolos and the Company otherwise agree in writing, any determination required under this section shall be made in writing by Reed Smith LLP ("Reed Smith"), whose determination shall be conclusive and binding upon Mr. Vahaviolos and the Company for all purposes. Reed Smith may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Reed Smith shall provide detailed supporting calculations to the Company and Mr. Vahaviolos as requested by the Company or Mr. Vahaviolos at least thirty (30) days prior to the date the excise tax imposed by Section 4999 of the Code (including any interest, penalties or additions to tax relating thereto) is required to be paid by Mr. Vahaviolos or withheld by the Company. Mr. Vahaviolos and the Company shall furnish to Reed Smith such information and documents as Reed Smith may reasonably request in order to make a determination under this section. The Company shall bear all costs Reed Smith may reasonably incur in connection with any calculations contemplated by this section as well as any costs incurred by Mr. Vahaviolos with Reed Smith for tax planning under Section 280G and 4999 of the Code.

(c) The Company hereby agrees that, for purposes of determining whether any Transaction Payment would be subject to the excise tax under Section 4999 of the Code, the non-compete set forth in Section 8.5 shall be treated as an agreement for the performance of personal services. The Company hereby agrees to indemnify, defend, and hold harmless Mr. Vahaviolos from and against any adverse impact, tax, penalty, or excise tax resulting from the Company or Reed Smith's attribution of a

value to the non-compete set forth in Section 8.5 that is less than the total compensation amount that is disclosed under Item 402(c) of Securities and Exchange Commission Regulation S-K in the year prior to the year of the event that triggers the Excise Tax, to the extent the use of such lesser amount results in a larger Excise Tax than Mr. Vahaviolos would have been subject to had the Company or Reed Smith attributed a value to the non-compete set forth in Section 8.5 that is at least equal to the total compensation amount disclosed under Item 402(c) of the Securities and Exchange Commission Regulation S-K for such year.

6.4 Definition of Change in Control. For the purposes of this Agreement, a "Change in Control" shall be deemed to have occurred if (a) any person (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), other than Mr. Vahaviolos, the Company, any employee benefit plan of the Company, any entity owned directly or indirectly by the shareholders of the Company in substantially the same proportion as their ownership of stock of the Company or any person who becomes a beneficial owner directly or indirectly of securities of the Company pursuant to a transaction described in (b) below, becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of securities of the Company (not including in the securities beneficially owned by such person any securities acquired directly from the Company or its affiliates) representing 40% or more of the combined voting power of the Company's then outstanding voting securities; or (b) there shall have been consummated a consolidation, merger or reorganization of the Company, unless (1) the stockholders of the Company immediately before such consolidation, merger or reorganization own, directly or indirectly, at least a majority of the combined voting power of the outstanding voting securities of the corporation or other entity resulting from such consolidation, merger or reorganization, (2) individuals who were members of the Board immediately prior to the execution of the agreement providing for such consolidation, merger or reorganization constitute a majority of the board of directors of the surviving corporation or of a corporation directly or indirectly beneficially owning a majority of the voting securities of the surviving corporation, and (3) no person beneficially owns more than 50% of the combined voting power of the then outstanding voting securities of the surviving corporation (other than a person who is (A) the Company or a subsidiary of the Company, (B) an employee benefit plan maintained by the Company, the surviving corporation or any subsidiary, or (C) the beneficial owner of 50% or more of the combined voting power of the outstanding voting securities of the Company immediately prior to such consolidation, merger or reorganization); or (c) individuals who are set forth as directors or director nominees of the Company in Amendment No 3 to the Registration Statement on Form S-1, as filed on August 24, 2009 (the "Registration Statement"), with the Securities and Exchange Commission (the "Incumbent Board") cease for any reason to constitute a majority of the Board, provided that any individual becoming a director subsequent to the date of the closing of the initial public offering of the common stock of the Company pursuant to the Registration Statement, as subsequently amended, whose appointment or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; or (d) the stockholders of the Company approve the complete liquidation or dissolution of the Company, or a sale or other disposition of all or substantially all of the assets of the Company (other than to an entity described in (b) above).

## 7. Release of Claims; Restoration of Payments; Section 409A Delayed Payments.

7.1 Release. Notwithstanding anything to the contrary contained herein, Mr. Vahaviolos's right to receive any and all separation payments or benefits under Section 5.1(d) - 5.1(h), 5.2(c) - 5.2(e), 6.1, and/or 6.2 shall be conditioned on the execution and delivery of a reasonable and customary form of general release by Mr. Vahaviolos in favor of the Company, its affiliates and their officers, directors and employees, in such form as the Compensation Committee or the Board may specify. Any such payment or benefit shall be deferred until the expiration of the seven day revocation period prescribed by the Age

Discrimination in Employment Act of 1967, as amended, or any similar revocation period in effect on the effective date of the termination of Mr. Vahaviolos's employment.

7.2 Restoration of Payments. Mr. Vahaviolos's right to receive any separation payments and benefits pursuant to this Agreement shall be subject to his substantial compliance with the non-competition and non-solicitation restrictive covenants set forth in Section 8.5. If Mr. Vahaviolos fails to substantially comply with such covenants set forth in Section 8.5, then (a) Mr. Vahaviolos shall not be entitled to any further separation payments and benefits under this Agreement, and (b) the Company may seek to obtain the return by Mr. Vahaviolos of any separation payments and the value of any separation benefits previously received hereunder. This Section shall not in any manner supersede or limit any other right the Company may have to enforce or seek legal or equitable relief with respect to a violation or breach by Mr. Vahaviolos of the covenants set forth in Section 8.5 or the right of Mr. Vahaviolos to otherwise receive payments to which he is entitled. The Company shall not have the right of set off in connection with the enforcement of its rights hereunder.

7.3 Section 409A Delayed Payment Requirements. Notwithstanding any provision to the contrary in this Agreement or in any employee plan or other agreement, plan, policy or program of the Company, any payment otherwise required to be made to Mr. Vahaviolos on account of his separation from service (including, without limitation, payments and benefits payable under Section 5.1) to the extent such payment is properly treated as deferred compensation subject to Section 409A of the Code, shall be delayed until the first business day after the expiration of six months from the date of the termination of Mr. Vahaviolos's employment or, if earlier, the date of his death. On the delayed payment date, there shall be paid to Mr. Vahaviolos (or his estate, as the case may be) in a single cash payment an amount equal to the aggregate amount of the payments delayed pursuant to the preceding sentence. Notwithstanding the foregoing, Mr. Vahaviolos shall be solely responsible, and the Company shall have no liability, for any taxes, acceleration of taxes, interest or penalties arising under Section 409A of the Code.

## 8. Restrictive Covenants.

8.1 Access to Secret and Confidential Information. The Company has furnished and shall furnish to Mr. Vahaviolos secret and confidential information with respect to the Company and its affiliates (collectively "Secret and Confidential Information"), to which Mr. Vahaviolos would not otherwise have access and of which Mr. Vahaviolos would not otherwise have knowledge. Secret and Confidential Information includes, without limitation, technical and business information, whether patentable or not, which is of a confidential, trade secret or proprietary character, and which is either developed by Mr. Vahaviolos alone, with other or by others; lists of customers; identity of customers; identity of prospective customers; contract terms; bidding information and strategies; pricing methods or information; computer software; computer software methods and documentation; hardware; methods of operation; the procedures, forms and techniques used in servicing accounts; and other information or documents that the Company or any of its affiliates requires to be maintained in confidence for its or their continued business success.

8.2 Non-Disclosure of Secret and Confidential Information. Mr. Vahaviolos shall not, during the period of his employment with the Company or at any time thereafter, knowingly or intentionally disclose to anyone, including, without limitation, any person, firm, corporation, or other entity, or publish, or use for any purpose, any Secret and Confidential Information, except as properly required in the ordinary course of the Company's business or as directed and authorized by the Company or as required by court

order, law or subpoena, or other legal compulsion to disclose, it being understood that information that is known generally in the industry or is otherwise available to the public (other than as a result of a violation of Mr. Vahaviolos's obligation under this Section 8.2) shall not be considered Secret and Confidential Information.

8.3 Duty to Return Company Documents and Property. Upon the termination of Mr. Vahaviolos's employment with the Company for any reason, Mr. Vahaviolos shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company or relating to its business, in Mr. Vahaviolos's possession, whether prepared by Mr. Vahaviolos or others. If at any time after the termination of employment, Mr. Vahaviolos determines that he has any Secret and Confidential Information in his possession or control, Mr. Vahaviolos shall immediately return to the Company all such Secret and Confidential Information, including all copies and portions thereof.

8.4 Inventions. Any and all writings, computer software, inventions, improvements, processes, procedures and/or techniques which Mr. Vahaviolos may make, conceive, discover, or develop, either solely or jointly with any other person or persons, at any time during the term of his employment, whether at the request or upon the suggestion of the Company or otherwise, which relate to or are useful in connection with any business now or hereafter carried on or contemplated by the Company, including developments or expansions of its present fields of operations, shall be the sole and exclusive property of the Company. Mr. Vahaviolos shall take all actions necessary so that the Company can prepare and present applications for copyright or letters patent therefor, and can secure such copyright or letters patent wherever possible, as well as reissue renewals, and extensions thereof, and can obtain the record title to such copyright or patents. Mr. Vahaviolos shall not be entitled to any additional or special compensation or reimbursement regarding any such writings, computer software, inventions, improvements, processes, procedures and techniques. Mr. Vahaviolos acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. Mr. Vahaviolos shall be bound by all such obligations and restrictions and take all action necessary to discharge the obligations of the Company.

8.5 Non-Solicitation and Non-Competition Restrictions. To protect the Company's Secret and Confidential Information, and in the event of Mr. Vahaviolos's termination of employment for any reason whatsoever, whether by Mr. Vahaviolos or the Company, Mr. Vahaviolos will be subject to the following restrictive covenants during and for the stated period following the termination of his employment.

(a) Non-Competition. For one year following the termination of Mr. Vahaviolos's employment with the Company, Mr. Vahaviolos shall not, without the prior written consent of the Company, knowingly or intentionally (1) personally engage in Competitive Activities (as defined below); or (2) work for, own, manage, operate, control, or participate in the ownership, management, operation, or control of, or provide consulting or advisory services to, any person, partnership, firm, corporation, institution or other entity engaged in Competitive Activities, or any company or person affiliated with such person or entity engaged in Competitive Activities; provided that Mr. Vahaviolos's purchase or holding, for investment purposes, of securities of a publicly traded company shall not constitute "ownership" or "participation in the ownership" for purposes of this paragraph so long as such equity interest in any such company is not more than 5% of the value of the outstanding stock or 5% of the outstanding voting securities of said

publicly traded company. For the avoidance of doubt, this subsection (a) shall not prohibit Mr. Vahaviolos from being employed by, or providing services to, a consulting firm, provided that Mr. Vahaviolos does not personally engage in Competitive Activities or provide consulting or advisory services to any individual, partnership, firm, corporation, institution or other entity engaged in Competitive Activities, or any person entity affiliated with such individual, partnership, firm, corporation, institution or other entity engaged in Competitive Activities.

(b) Competitive Activities. For the purposes hereof, the term "Competitive Activities" means activities relating to products or services of the same or similar type as the products or services which are sold (or, pursuant to an existing business plan, will be sold) to paying customers of the Company or any affiliate. Notwithstanding the previous sentence, an activity shall not be treated as a Competitive Activity if the geographic marketing area of the relevant products or services does not overlap with the geographic marketing area for the applicable products and services of the Company and its affiliates.

(c) Interference With Business Relations. For two years following his separation from employment with Company, Mr. Vahaviolos shall not, without the prior written consent of the Company, knowingly or intentionally, directly or indirectly:

(i) recruit, induce or solicit any individual who is or who, within the preceding six months, was a non-clerical employee of the Company (including any of its subsidiaries) for employment or for retention as a consultant or service provider, or hire any such individual; or

(ii) solicit or induce any client, customer, or prospect of the Company (including any subsidiary of the Company) (1) to cease being, or not to become, a customer of the Company (or any such subsidiary), or (2) to divert any business of such customer or prospect from the Company (or any such subsidiary).

8.6 Reformation. If a court concludes that any time period and/or the geographic area specified in Section 8.5 is unenforceable, then the time period will be reduced by the number of months, or the geographic area will be reduced by the elimination of the overbroad portion, or both, as the case may be, so that the restrictions may be enforced in the geographic area and for the time to the fullest extent permitted by law.

8.7 Remedies. It is intended that, in view of the nature of the Company's business, the restrictions contained in this Section 8 of the Agreement shall be considered reasonable and necessary to protect the Company's legitimate business interests and that any violation of these restrictions would result in irreparable injury to the Company. In the event of a breach or a threatened breach by Mr. Vahaviolos of any restrictive covenant contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Mr. Vahaviolos from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the restoration and other remedies specified in this Agreement and/or the recovery of money damages, attorneys' fees, and costs.

These covenants and restrictions shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Mr. Vahaviolos against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and restrictions.

8.8 Severability. Should a court determine that any paragraph or sentence, or any portion of a paragraph or sentence of this Section 8 is invalid, unenforceable, or void, this determination shall not have the effect of invalidating or validating the remainder of the paragraph, sentence or any other provision of this Section 8. Further, it is intended that the court should construe this Section 8 by limiting and reducing it only to the extent necessary to be enforceable under then applicable law, taking into account the intent of the parties.

8.9 Future Employment. If, before the expiration of the period covered by Section 8.5 hereof, Mr. Vahaviolos seeks or is offered employment by any other company, firm, person or entity, Mr. Vahaviolos shall provide a copy of this Section 8 to the prospective employer before accepting employment with that prospective employer.

9. No Duty to Mitigate. Except as otherwise specifically provided herein, Mr. Vahaviolos's entitlement to payments or benefits upon or following the termination of his employment will not be subject to mitigation or a duty to mitigate by Mr. Vahaviolos.

10. Successors and Beneficiaries.

10.1 Successors and Assigns of the Company. The Company shall require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Company and its subsidiaries taken as a whole, expressly and unconditionally to assume and agree to perform or cause to be performed the Company's obligations under this Agreement. In any such event, the term "Company," as used herein shall mean the Company, as defined above, and any such successor or assignee.

10.2 Mr. Vahaviolos's Beneficiary. For the purposes hereof, Mr. Vahaviolos's beneficiary will be the person or persons designated as such in a written beneficiary designation filed with the Company, which may be revoked or revised in the same manner at any time prior to Mr. Vahaviolos's death. In the absence of a properly filed written beneficiary designation or if no designated beneficiary survives Mr. Vahaviolos, Mr. Vahaviolos's beneficiary will be deemed to be his surviving spouse, if any, or, if none, his estate

11. Legal Fees to Enforce Rights after a Change in Control. If, following a Change in Control, the Company fails to comply with any of its obligations under this Agreement or the Company takes any action to declare this Agreement void or unenforceable or institutes any litigation or other legal action designed to deny, diminish or to recover from Mr. Vahaviolos (or Mr. Vahaviolos's beneficiary) the payments

and benefits intended to be provided, then Mr. Vahaviolos (or Mr. Vahaviolos's beneficiary, as the case may be) shall be entitled to select and retain counsel at the expense of the Company to represent Mr. Vahaviolos (or Mr. Vahaviolos's beneficiary) in connection with the good faith initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other person affiliated with the Company or any successor thereto in any jurisdiction.

## 12. Arbitration.

12.1 Dispute Resolution. Except as otherwise specifically provided in Section 8.7 (relating to the ability of a party to seek injunctive or other equitable relief from a court), any claim or controversy arising out of or relating to this Agreement or the breach hereof shall be resolved exclusively by arbitration .

12.2 Claim Initiation/Time Limits. A party must notify the other party in writing of a request to arbitrate a dispute within the same statute of limitations period applicable to the legal claim asserted. The written request for arbitration must specify (a) the factual basis on which the claim is made; (b) the statutory provision or legal theory under which the claim is made; and (c) the nature and extent of any relief or remedy sought

12.3 Procedures. The arbitration will be administered in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"), in the Princeton, New Jersey metropolitan area (or, if different, in the metropolitan area in which Mr. Vahaviolos is then or was last employed) before an experienced employment law arbitrator licensed to practice law in that jurisdiction who has been selected in accordance with such Rules. The Company will pay the fees of the AAA and the arbitrator and will bear the administrative expenses of any such arbitration proceeding. Each party may be represented by counsel of its or his own choosing and at its or his own expense; provided, however, that attorneys' fees and costs may be awarded to a prevailing party in the discretion of the arbitrator. The arbitrator's award will be enforceable, and a judgment may be entered thereon, in a federal or state court of competent jurisdiction in the state where the arbitration was held. The decision of the arbitrator will be final and binding.

13. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, excluding its conflict of law rules or any other principle that could require the application of the law of any other jurisdiction.

14. Indemnification. In the absence of a separate written indemnification agreement between the Company and Mr. Vahaviolos, the Company shall indemnify Mr. Vahaviolos and hold him harmless from and against any claim, liability and expense (including, without limitation, reasonable attorney fees) made against him or incurred by him in connection with his employment by the Company or his membership on the Board (including, without limitation, service for subsidiaries or affiliates of the Company in fulfillment of his duties and responsibilities under this Agreement), to the maximum extent permitted by applicable law.

15. Withholding. The Company and its Affiliates may withhold from any and all amounts payable under this Agreement such federal, state and local taxes and other amounts as may be required to be withheld pursuant to applicable law.

16. Entire Agreement. This Agreement (including any exhibits, schedules and other documents referred to herein) contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior and/or contemporaneous understandings, agreements or representations, written or oral, relating to the subject matter hereof.

17. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and consistent with the intention of the parties, and, in furtherance thereof, if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

19. Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of the Company in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by a party of any right or any breach by the other party shall constitute a waiver of any other right of such party or breach by such other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MISTRAS GROUP, INC.

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

Name: Manuel N. Stamatakis

Title: Lead Director

\_\_\_\_\_

Sotirios J. Vahaviolos



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made effective as of the March 13, 2018, by and between MISTRAS GROUP INC., a Delaware corporation (the "Company") and DENNIS BERTOLOTTI ("Executive").

**RECITALS:**

WHEREAS, the Company desires to employ Executive as its President and Chief Executive Officer.

NOW, THEREFORE, the parties agree as follows:

1. Employment. The Company shall employ Executive and Executive shall be employed by the Company upon the terms and conditions set forth in this Agreement.

1.1 Term. The term of this Agreement will begin August 10, 2017 and will continue until Executive's termination of employment as set forth in Section 4 (the "Term").

1.2 Position and Duties. Executive shall serve as the President and Chief Executive Officer of the Company, and will have the authority, duties and responsibilities customarily associated with such titles and positions, and such additional rights, powers, authority, functions, duties and responsibilities commensurate with such positions as the Executive Chairman of the Board of Directors of the Company (the "Board") may assign to him from time to time. Executive will report directly to and be subject to the control and direction of the Executive Chairman of the Board, consistent with his positions and applicable law; provided, that any decisions relating to Executive's compensation or the terms of Executive's employment with the Company shall be determined by the Board. At the request of the Executive Chairman of the Board, Executive shall serve as an officer and director of the Company's subsidiaries and other affiliates without additional compensation.

1.3 Full Time. Executive shall devote all of his business time, attention, knowledge and skills faithfully and to the best of his ability to the performance of the duties and responsibilities of his employment under this Agreement. It is understood that Executive may desire to serve as a member of or advisor to the board of directors or other governing body of one or more other corporations or business entities. Executive will be permitted to do so, subject to the prior written consent of the Board or the Compensation Committee of the Board (the "Compensation Committee"), which consent will not be unreasonably withheld. Executive may engage in personal, charitable and passive investment activities, so long as such other activities do not conflict or interfere with his obligations to, or his ability to perform the duties and responsibilities of his employment with, the Company.

1.4 Company Policies. Executive will observe and adhere to all applicable written Company policies and procedures in effect from time to time, including, without limitation, policies on business ethics and conduct, and policies on the use of inside information and insider trading.

## 2. Compensation.

2.1 Base Salary. During the Term, the Company will pay a base salary ("Base Salary") to Executive at an initial annual rate of \$475,000, in accordance with its regular payroll practices. Executive's Base Salary will be prorated for any portion of a year Executive is actually employed by the Company, including the 2017 fiscal year. The Board and/or the Compensation Committee will review Executive's Base Salary at least annually. The Board or the Compensation Committee, acting in its discretion, may increase (but may not decrease) Executive's Base Salary in effect at any time during the Term.

2.2 Short Term Incentive Awards. Executive will be eligible for an annual short term incentive award under the Company's short term or other annual incentive plan applicable to senior executives generally, with an annual target incentive opportunity equal to 100% of Executive's Base Salary (with actual bonus ranging from 0 to 200% of Base Salary, depending upon the extent to which the performance target is or is not attained). The performance criteria for the Company's annual incentive awards for any year will be established and communicated by the Company before or as soon as practicable after the beginning of the year. The short term incentive award, if any, earned by Executive for any year will be payable consistent with the payment of annual incentive compensation to senior executives generally. For the avoidance of doubt, Executive's 2017 annual target incentive opportunity will be 100% of Executive's prorated 2017 Base Salary (with actual bonus ranging from 0 to 200% of Executive's prorated 2017 Base Salary, depending upon the extent to which the performance target is or is not attained).

### 2.3 Long Term Incentive Award.

(a) Beginning in 2018, Executive will be eligible for annual grants of restricted stock units ("RSUs") under the Company's long term incentive plan ("LTIP") with a target value equal to 200% of Executive's Base Salary (with actual grant ranging from 0 to 400% of Base Salary, depending upon the extent to which the performance target is or is not attained), which award (if any) will become vested in four equal increments with 25% vesting on the one year anniversary of the date on which the actual number of RSUs subject to such award is established and earned, and an additional 25% vesting at the end of each year over the following three years (or such other vesting schedule as approved by the Company's Compensation Committee and satisfactory to Executive), subject to the terms of the Company's stock plan. The performance criteria for the Executive's annual grant of RSUs under the LTIP for any year will be established and communicated by the Company before or as soon as practicable after the beginning of the year.

(b) For 2017, Executive shall receive his award pursuant to the target grant established in the first quarter of 2017. In addition, Executive shall be granted an additional one-time special award in March 2018 to compensate Executive for becoming the Chief Executive Officer of the Company on August 10, 2017. The amount of this special award shall be determined using a methodology similar to

that used to determine the additional short-term incentive award Executive will receive for 2017 to account for his promotion to Chief Executive Officer of the Company as of August 10, 2017.

### 3. Benefits and Expenses.

3.1 General. Executive will be entitled to participate in such qualified and nonqualified employee pension plans, stock option or other equity or long term incentive compensation plans, group health, long term disability and group life insurance plans, and any other welfare and fringe benefit plans, arrangements, programs and perquisites sponsored or maintained by the Company from time to time for the benefit of any other employee of the Company. Executive shall be entitled to four weeks' annual vacation, to be taken in accordance with the vacation policy of the Company applicable to its senior management generally.

3.2 Specific Items. Unless the Board determines otherwise, during the Term, Executive will receive the additional benefits and perquisites described below.

(a) Home Office. Unless the Board determines otherwise, during the Term, the Company will provide such computer and other electronic equipment and services as are reasonably required in order to enable Executive to tend to the business of the Company outside of regular business hours and when he is otherwise away from the Company's offices.

(b) Life Insurance Coverage. The Company will pay the annual premium cost of a \$1.5 million term life insurance policy for the life of Executive (which policy will be owned by Executive or his designee). Upon Executive's termination of employment for any reason other than his death, Executive will have the right to continue the term life insurance policy; provided that, Executive will be solely responsible for the annual premium payments except as set forth in Section 5.1(h) and 5.2(e) below.

3.3 Conditions of Employment. Executive's place of employment will be at the Company's headquarters at Princeton Junction, New Jersey, subject to the need for business travel in connection with the performance of his duties. The conditions of Executive's employment, including, without limitation, office space and accoutrements, secretarial, administrative and other support, will be consistent with his status as the President and Chief Executive Officer of the Company. Executive will be entitled to first-class travel for flights; provided, that Executive must first use any available free upgrades.

3.4 Reimbursement of Business Expenses. Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement, and the Company will promptly reimburse him for all expenses that are so incurred upon presentation of appropriate vouchers or receipts, subject to the Company's expense reimbursement policies applicable to the Chief Executive Officer or as otherwise approved by the Compensation Committee.

#### 4. Termination of Employment.

4.1 Resignation. Executive may terminate his employment before the end of the Term upon 60 days prior written notice to the Company. Upon receipt of such notice, the Board, at its sole discretion, may relieve Executive of his active duties and may require Executive to use any accrued and unused paid time off, including vacation, during the notice period. The Board may also waive such notice, and/or set an earlier termination date upon receipt of such notice, in which event Executive's employment will terminate on the earlier termination date.

4.2 Termination by the Company for Cause. The Board may terminate Executive's employment at any time for "Cause" if Executive:

(a) is convicted of or pleads nolo contendere to a felony or is indicted for the commission of a felony against the Company that has a materially adverse effect on the Company's business;

(b) commits fraud or a material act or omission involving dishonesty with respect to the Company, as reasonably determined by the Company;

(c) willfully fails or refuses to carry out the material responsibilities of his employment, as reasonably determined by the Company; or

(d) willfully engages in any act or omission that is in violation of a material policy of the Company, including, without limitation, policies on business ethics and conduct, and policies on the use of inside information and insider trading.

A decision to terminate Executive's employment for Cause must be made, if at all, by the affirmative vote of a majority of the members of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to Executive and an opportunity for Executive, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, Executive engaged in conduct set forth above and specifying the particulars thereof in reasonable detail. If the act or omission giving rise to the termination for Cause is curable by Executive, the Board will provide 30 days written notice to Executive of its intent to terminate Executive for Cause, with an explanation of the reason(s) for the termination for Cause, and if Executive cures the act or omission within the 30 day notice period (as reasonably determined by the Board in its good faith discretion), the Board will rescind the notice of termination and Executive's employment will not be terminated for Cause at the end of the 30 day notice period. If Executive has previously been afforded the opportunity to cure particular behavior and successfully cured under this provision, the Board will have no obligation to provide Executive with notice and an opportunity to cure a recurrence of that behavior prior to a termination for Cause. For purposes of this Section, no act or failure to act by Executive shall be deemed "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that such action of omission was in, or not opposed to, the best interest of the Company.

4.3 Termination by the Company Without Cause. The Board may terminate Executive's employment without Cause at any time before the end of the Term, subject to 60 days prior written notice to Executive. Following such notice, the Board, at its sole discretion, may relieve Executive of his active duties and require Executive to use any accrued and unused paid time off, including vacation, during the notice period. The Board may at its sole discretion also provide 60 days pay in lieu of notice. For the purposes hereof, the termination of this Agreement at the expiration of the initial Term or a renewal Term due to non-renewal by the Company pursuant to Section 1.1 will be deemed to be a termination of Executive's employment by the Company without Cause.

4.4 Termination by Executive for Good Reason. Executive may terminate his employment for Good Reason at any time (before the end of the Term) if:

(a) there is a material adverse change in Executive's status or position as President and Chief Executive Officer of the Company, including, without limitation, a material diminution of his position, duties, responsibilities or authority or the assignment to him of duties or responsibilities that are materially inconsistent with his status or position;

(b) a material reduction in Executive's annual Base Salary;

(c) a material reduction in Executive's total target incentive award opportunity during a calendar year in violation of Section 2.2 and Section 2.3;

(d) a breach by the Company of any of its material obligations under this Agreement; or

(e) the relocation of Executive's principal place of employment by more than 50 miles from the then current location; or

(f) in connection with a Change in Control, the failure or refusal by the successor or acquiring company to expressly assume the obligations of the Company under this Agreement.

Before terminating his employment for Good Reason, Executive must specify in writing to the Company (or the successor or acquiring company) the nature of the act or omission that Executive deems to constitute Good Reason and provide the Company (or the successor or acquiring company) 30 days after receipt of such notice to review and, if required, correct the situation (and thus prevent Executive's termination for Good Reason). Notice of termination for Good Reason must be provided, if at all, within 90 days after the occurrence of the event or condition giving rise to such termination.

4.5 Termination Due to Disability. If Executive becomes "Disabled," the Company may terminate his employment. For this purpose, Executive will be considered "Disabled" if Executive is unable to substantially perform the customary duties and responsibilities of his employment for 180 consecutive calendar days or 180 or more calendar days during any 365 calendar day period by reason of physical or mental incapacity which is expected to result in death or last indefinitely, as determined by a duly licensed physician selected by the Company. Executive acknowledges that, if he becomes "Disabled" under the preceding definition, he will have become unable to perform the essential functions of his position and there would be no reasonable accommodation which would not constitute an undue hardship to the Company that the Company could make due to the nature of his position. Executive's termination due to Disability will be effective immediately upon the Company mailing or transmitting written notice of such termination to Executive.

4.6 Termination Due to Death. If Executive dies during the Term, his employment and this Agreement will terminate on the date of his death.

## 5. Payments and Benefits Upon Termination of Employment.

5.1 Termination of Employment by the Company without Cause or by Executive for Good Reason. If Executive's employment is terminated by the Company without Cause pursuant to Section 4.3 or by Executive for Good Reason pursuant to Section 4.4, then, subject to Section 7, Executive shall be entitled to receive the following payments and benefits:

(a) a single cash payment equal to the sum of (1) the unpaid amount, if any, of Base Salary previously earned by Executive through the date of his termination, and (2) the unpaid amount, if any, of the short term incentive award earned by Executive for the preceding year;

(b) payment of any business expenses that were previously incurred but not reimbursed and are otherwise eligible for reimbursement;

(c) any payments or benefits which are payable to Executive or his covered spouse, or a dependent or beneficiary of Executive, under and in accordance with the provisions of any employee plan, program or arrangement of the Company, and settlement of any previously earned and unpaid long-term incentive awards;

(d) a cash payment equal to the product of (1) the short term incentive award (if any) that would have been earned by Executive for the calendar year in which his employment terminates if his employment had not terminated based on the satisfaction of any pre-established performance objectives, multiplied by (2) a fraction, the numerator of which is the number of days elapsed from the beginning of that calendar year until the date his employment terminates, and the denominator of which is 365 ("Pro Rata Bonus"), which payment will be made when the bonus for such calendar year would otherwise have been paid;

(e) a single sum cash payment, to be made as soon as practicable (but not more than thirty days) following termination of employment, of an amount equal to 1.5 times the sum of (1) the highest annual rate of Executive's Base Salary at any time during the 24 months preceding the termination of his employment, and (2) Executive's target short term incentive award for the calendar year in which his employment terminates (or, if greater, the actual annual short term incentive award earned by Executive for the preceding calendar year);

(f) Executive will be deemed to have satisfied in full any service-based vesting condition under any then outstanding long-term incentive awards (including, without limitation, the initial incentive award described in Section 2.3 hereof), with the amount payable under any then outstanding performance-based awards being determined at the end of the applicable performance period based on the satisfaction of any performance conditions subject to such performance-based awards as if Executive's employment had continued throughout the applicable performance period;

(g) if, immediately before the termination of his employment, Executive and/or his spouse participates (other than via COBRA) in a Company group health plan, then, for the 24 months following the date of such termination (or, if sooner, until corresponding coverage is obtained under a successor employer's plan), Executive and/or such spouse may continue participating in such plan at the same benefit and contribution levels applicable to active senior executives of the Company (which continuing participation will be deemed to be in addition to and not in lieu of COBRA), or, if such coverage is not permitted by the plan or by applicable law, the Company will provide COBRA continuation coverage to Executive and his spouse at the Company's sole expense, if and to the extent they or either of them shall have elected and shall be entitled to receive COBRA continuation coverage;

(h) the Company will continue to make the premium payments described in Section 3.2(b) with respect to the life insurance policy on Executive's life for 24 months following the termination of his employment or until his earlier death; and

(i) Executive will continue to receive for a period of 24 months after the termination of his employment such perquisites (including, without limitation, any financial planning services), as were made available to him at any time during the 12 months preceding the termination of his employment.

5.2 Termination Due to Disability or Death. If Executive's employment is terminated by the Company due to Disability pursuant to Section 4.5, or if Executive's employment terminates by reason of his death, then, subject to Section 7, Executive (or his beneficiary, as the case may be) shall be entitled to receive the following payments and benefits:

(a) a single cash payment equal to the sum of (1) the unpaid amount, if any, of Base Salary previously earned by Executive through the date of his termination, and (2) the amount of any business expenses that were previously incurred but not reimbursed and are otherwise eligible for reimbursement;

(b) any payments or benefits which are payable to Executive, his spouse or any of his dependents or any beneficiary under and in accordance with the provisions of any employee plan, program or arrangement of the Company;

(c) a single sum cash payment equal to the sum of (1) an amount equal to six months' Base Salary, (2) the unpaid amount, if any, of the short term incentive award earned by Executive for the preceding year, and (3) an amount equal to his target bonus for the year multiplied by a fraction, the numerator of which is the number of days elapsed from the beginning of that calendar year until the date his employment terminates, and the denominator of which is 365;

(d) Executive will be deemed to have satisfied in full any service-based vesting condition under any then outstanding long-term incentive awards (including, without limitation, the initial incentive award described in Section 2.3 hereof), with the amount payable under any then outstanding performance-based awards being determined at the end of the applicable performance period based on the satisfaction of any performance conditions subject to such performance-based awards as if Executive's employment had continued throughout the applicable performance period;

(e) if Executive's employment is terminated due to his Disability, the Company will continue to make the premium payments described in Section 3.2(b) with respect to the life insurance policy on Executive's life for 24 months following the termination of his employment or until his earlier death; and

(f) Access to continuing group health plan coverage as described in Section 5.1(g).

5.3 Termination by the Company for Cause or Voluntary Termination by Executive. If the Company terminates Executive's employment for Cause pursuant to Section 4.2 or if Executive resigns his employment before the end of the Term (other than a termination by Executive for Good Reason pursuant to Section 4.4), then Executive shall not be entitled to any additional payments or benefits except for payments and benefits, if any, that may have been earned and are or will be payable under and in accordance with the terms of any employee benefit plan in which Executive is a participant when his employment terminates.

## 6. Change in Control.

6.1 General. Except as otherwise specified in this Section 6, Executive will not be entitled to any additional rights, payments or benefits as a result of a "Change in Control" (as defined in Section 6.4 below), it being understood, however, that, except as otherwise enhanced pursuant to this Section 6, the provisions of this Agreement, including, without limitation, the provisions of Sections 4 and 5 (relating to the termination of Executive's employment) will continue in full force and effect subsequent to any such



Change in Control. Notwithstanding the foregoing, if (a) within two years after a Change in Control, Executive's employment is terminated by the Company without Cause or by Executive for Good Reason, or (b) within six months before a Change in Control, Executive's employment is terminated by the Company without Cause at the request of the acquiring company or otherwise in contemplation of the Change in Control, then (1) the Pro Rata Bonus element of Executive's severance, as described in Section 5.1(d) above, will be determined with reference to Executive's target short term incentive bonus for the year of termination and payment of the Pro Rata Bonus will be made in a lump sum cash payment at or promptly after the time of such termination or, if later, immediately prior to the occurrence of the Change in Control, and (2) in lieu of the payment described in Section 5.1(e), a single sum cash payment to be made as soon as practicable (but not more than thirty days) following termination of employment, of an amount equal to 2.0 times the sum of (x) the highest annual rate of Executive's Base Salary at any time during the 24 months preceding the termination of his employment, and (y) Executive's target short term incentive award for the calendar year in which his employment terminates (or, if greater, the actual annual short term incentive award earned by Executive for the preceding calendar year).

6.2 Effect of a Change in Control on Long Term Incentive Awards. All outstanding equity-based incentive awards granted by the Company to Executive shall become fully vested immediately before the occurrence of a Change in Control if (a) Executive is then still employed by or in the service of the Company, or (b) within six months preceding the Change in Control, Executive's employment is terminated by the Company without Cause or by him for Good Reason; with the payout under any performance-based award being equal to the target amount.

### 6.3 Section 280G.

(a) If any payment or benefit (including payments and benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control from the Company or otherwise ("Transaction Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) the net after-tax benefit that Executive would receive by reducing the Transaction Payments to three times the "base amount," as defined in Section 280G(b)(3) of the Code, (the "Parachute Threshold") is greater than the net after-tax benefits Executive would receive if the full amount of the Transaction Payments were paid to Executive, then the Transaction Payments payable to Executive shall be reduced (but not below zero) so that the Transaction Payments due to Executive do not exceed the amount of the Parachute Threshold, reducing first any Transaction Payments under Section 5.1(e) hereof.

(b) Unless Executive and the Company otherwise agree in writing, any determination required under this section shall be made in writing by Reed Smith LLP ("Reed Smith"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. Reed Smith may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Reed Smith shall provide detailed supporting calculations to the Company and Executive as requested by the Company or Executive at least thirty (30) days prior to the date the excise tax imposed by Section 4999 of the Code (including any interest, penalties or additions to tax relating thereto) is required to be paid by Executive or withheld by the Company. Executive and the Company shall furnish to Reed Smith such information and documents as Reed Smith may reasonably request in order to make a determination under this section. The Company shall bear all costs Reed Smith may reasonably incur in connection with any calculations contemplated by this section as well as any costs incurred by Executive with Reed Smith for

tax planning under Section 280G and 4999 of the Code.

(c) The Company hereby agrees that, for purposes of determining whether any Transaction Payment would be subject to the excise tax under Section 4999 of the Code, the non-compete set forth in Section 8.5 shall be treated as an agreement for the performance of personal services. The Company hereby agrees to indemnify, defend, and hold harmless Executive from and against any adverse impact, tax, penalty, or excise tax resulting from the Company or Reed Smith's attribution of a value to the non-compete set forth in Section 8.5 that is less than the total compensation amount that is disclosed under Item 402(c) of Securities and Exchange Commission Regulation S-K in the year prior to the year of the event that triggers the Excise Tax, to the extent the use of such lesser amount results in a larger Excise Tax than Executive would have been subject to had the Company or Reed Smith attributed a value to the non-compete set forth in Section 8.5 that is at least equal to the total compensation amount disclosed under Item 402(c) of the Securities and Exchange Commission Regulation S-K for such year.

6.4 Definition of Change in Control. For the purposes of this Agreement, a "Change in Control" shall be deemed to have occurred if (a) any person (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), other than Executive, the Company, any employee benefit plan of the Company, any entity owned directly or indirectly by the shareholders of the Company in substantially the same proportion as their ownership of stock of the Company or any person who becomes a beneficial owner directly or indirectly of securities of the Company pursuant to a transaction described in (b) below, becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of securities of the Company (not including in the securities beneficially owned by such person any securities acquired directly from the Company or its affiliates) representing 40% or more of the combined voting power of the Company's then outstanding voting securities; or (b) there shall have been consummated a consolidation, merger or reorganization of the Company, unless (1) the stockholders of the Company immediately before such consolidation, merger or reorganization own, directly or indirectly, at least a majority of the combined voting power of the outstanding voting securities of the corporation or other entity resulting from such consolidation, merger or reorganization, (2) individuals who were members of the Board immediately prior to the execution of the agreement providing for such consolidation, merger or reorganization constitute a majority of the board of directors of the surviving corporation or of a corporation directly or indirectly beneficially owning a majority of the voting securities of the surviving corporation, and (3) no person beneficially owns more than 50% of the combined voting power of the then outstanding voting securities of the surviving corporation (other than a person who is (A) the Company or a subsidiary of the Company, (B) an employee benefit plan maintained by the Company, the surviving corporation or any subsidiary, or (C) the beneficial owner of 50% or more of the combined voting power of the outstanding voting securities of the Company immediately prior to such consolidation, merger or reorganization); or (c) individuals who are set forth as directors or director nominees of the Company in Amendment No 3 to the Registration Statement on Form S-1, as filed on August 24, 2009 (the "Registration Statement"), with the Securities and Exchange Commission (the "Incumbent Board") cease for any reason to constitute a majority of the Board, provided that any individual becoming a director subsequent to the date of the closing of the initial public offering of the common stock of the Company pursuant to the Registration Statement, as subsequently amended, whose appointment or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; or (d) the stockholders of the Company approve the complete liquidation or dissolution of the Company, or a sale or other disposition of all or substantially all of the assets of the Company (other than to an entity described in (b) above).

## 7. Release of Claims; Restoration of Payments; Section 409A Delayed Payments.

7.1 Release. Notwithstanding anything to the contrary contained herein, Executive's right to receive any and all separation payments or benefits under Section 5.1(d) - 5.1(j), 5.2(c) - 5.2(f), 6.1, and/or 6.2 shall be conditioned on the execution and delivery of a reasonable and customary form of general release by Executive in favor of the Company, its affiliates and their officers, directors and employees, in such form as the Compensation Committee or the Board may specify. Any such payment or benefit shall be deferred until the expiration of the seven day revocation period prescribed by the Age Discrimination in Employment Act of 1967, as amended, or any similar revocation period in effect on the effective date of the termination of Executive's employment.

7.2 Restoration of Payments. Executive's right to receive any separation payments and benefits pursuant to this Agreement shall be subject to his substantial compliance with the non-competition and non-solicitation restrictive covenants set forth in Section 8.5. If Executive fails to substantially comply with such covenants set forth in Section 8.5, then (a) Executive shall not be entitled to any further separation payments and benefits under this Agreement, and (b) the Company may seek to obtain the return by Executive of any separation payments and the value of any separation benefits previously received hereunder. This Section shall not in any manner supersede or limit any other right the Company may have to enforce or seek legal or equitable relief with respect to a violation or breach by Executive of the covenants set forth in Section 8.5 or the right of Executive to otherwise receive payments to which he is entitled. The Company shall not have the right of set off in connection with the enforcement of its rights hereunder.

7.3 Section 409A Delayed Payment Requirements. Notwithstanding any provision to the contrary in this Agreement or in any employee plan or other agreement, plan, policy or program of the Company, any payment otherwise required to be made to Executive on account of his separation from service (including, without limitation, payments and benefits payable under Section 5.1) to the extent such payment is properly treated as deferred compensation subject to Section 409A of the Code, shall be delayed until the first business day after the expiration of six months from the date of the termination of Executive's employment or, if earlier, the date of his death. On the delayed payment date, there shall be paid to Executive (or his estate, as the case may be) in a single cash payment an amount equal to the aggregate amount of the payments delayed pursuant to the preceding sentence. Notwithstanding the foregoing, Executive shall be solely responsible, and the Company shall have no liability, for any taxes, acceleration of taxes, interest or penalties arising under Section 409A of the Code.

## 8. Restrictive Covenants.

8.1 Access to Secret and Confidential Information. The Company has furnished and shall furnish to Executive secret and confidential information with respect to the Company and its affiliates (collectively "Secret and Confidential Information"), to which Executive would not otherwise have access and of which Executive would not otherwise have knowledge. Secret and Confidential Information includes, without limitation, technical and business information, whether patentable or not, which is of a confidential, trade secret or proprietary character, and which is either developed by Executive alone, with other or by others; lists of customers; identity of customers; identity of prospective customers; contract terms; bidding information and strategies; pricing methods or information; computer software; computer software methods and documentation; hardware; methods of operation; the procedures, forms and techniques used in servicing accounts; and other information or documents that the Company or any of its affiliates requires to be maintained in confidence for its or their continued business success.

8.2 Non-Disclosure of Secret and Confidential Information. Executive shall not, during the period of his employment with the Company or at any time thereafter, knowingly or intentionally disclose to anyone, including, without limitation, any person, firm, corporation, or other entity, or publish, or use for any purpose, any Secret and Confidential Information, except as properly required in the ordinary course of the Company's business or as directed and authorized by the Company or as required by court order, law or subpoena, or other legal compulsion to disclose, it being understood that information that is known generally in the industry or is otherwise available to the public (other than as a result of a violation of Executive's obligation under this Section 8.2) shall not be considered Secret and Confidential Information.

8.3 Duty to Return Company Documents and Property. Upon the termination of Executive's employment with the Company for any reason, Executive shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company or relating to its business, in Executive's possession, whether prepared by Executive or others. If at any time after the termination of employment, Executive determines that he has any Secret and Confidential Information in his possession or control, Executive shall immediately return to the Company all such Secret and Confidential Information, including all copies and portions thereof.

8.4 Inventions. Any and all writings, computer software, inventions, improvements, processes, procedures and/or techniques which Executive may make, conceive, discover, or develop, either solely or jointly with any other person or persons, at any time during the term of his employment, whether at the request or upon the suggestion of the Company or otherwise, which relate to or are useful in connection with any business now or hereafter carried on or contemplated by the Company, including developments or expansions of its present fields of operations, shall be the sole and exclusive property of the Company. Executive shall take all actions necessary so that the Company can prepare and present applications for copyright or letters patent therefor, and can secure such copyright or letters patent wherever possible, as well as reissue renewals, and extensions thereof, and can obtain the record title to such copyright or patents. Executive shall not be entitled to any additional or special compensation or reimbursement regarding any such writings, computer software, inventions, improvements, processes, procedures and techniques. Executive acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. Executive shall be bound by all such obligations and restrictions and take all action necessary to discharge the obligations of the Company.

8.5 Non-Solicitation and Non-Competition Restrictions. To protect the Company's Secret and Confidential Information, and in the event of Executive's termination of employment for any reason whatsoever, whether by Executive or the Company, Executive will be subject to the following restrictive covenants during and for the stated period following the termination of his employment.

(a) Non-Competition. For one year following the termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company, knowingly or intentionally (1) personally engage in Competitive Activities (as defined below); or (2) work for, own, manage, operate, control, or participate in the ownership, management, operation, or control of, or provide consulting or advisory services to, any person, partnership, firm, corporation, institution or other entity engaged in

Competitive Activities, or any company or person affiliated with such person or entity engaged in Competitive Activities; provided that Executive's purchase or holding, for investment purposes, of securities of a publicly traded company shall not constitute "ownership" or "participation in the ownership" for purposes of this paragraph so long as such equity interest in any such company is not more than 5% of the value of the outstanding stock or 5% of the outstanding voting securities of said publicly traded company. For the avoidance of doubt, this subsection (a) shall not prohibit Executive from being employed by, or providing services to, a consulting firm, provided that Executive does not personally engage in Competitive Activities or provide consulting or advisory services to any individual, partnership, firm, corporation, institution or other entity engaged in Competitive Activities, or any person entity affiliated with such individual, partnership, firm, corporation, institution or other entity engaged in Competitive Activities.

(b) Competitive Activities. For the purposes hereof, the term "Competitive Activities" means activities relating to products or services of the same or similar type as the products or services which are sold (or, pursuant to an existing business plan, will be sold) to paying customers of the Company or any affiliate. Notwithstanding the previous sentence, an activity shall not be treated as a Competitive Activity if the geographic marketing area of the relevant products or services does not overlap with the geographic marketing area for the applicable products and services of the Company and its affiliates.

(c) Interference With Business Relations. For two years following his separation from employment with Company, Executive shall not, without the prior written consent of the Company, knowingly or intentionally, directly or indirectly:

(i) recruit, induce or solicit any individual who is or who, within the preceding six months, was a non-clerical employee of the Company (including any of its subsidiaries) for employment or for retention as a consultant or service provider, or hire any such individual; or

(ii) solicit or induce any client, customer, or prospect of the Company (including any subsidiary of the Company) (1) to cease being, or not to become, a customer of the Company (or any such subsidiary), or (2) to divert any business of such customer or prospect from the Company (or any such subsidiary).

8.6 Reformation. If a court concludes that any time period and/or the geographic area specified in Section 8.5 is unenforceable, then the time period will be reduced by the number of months, or the geographic area will be reduced by the elimination of the overbroad portion, or both, as the case may be, so that the restrictions may be enforced in the geographic area and for the time to the fullest extent permitted by law.

8.7 Remedies. It is intended that, in view of the nature of the Company's business, the restrictions contained in this Section 8 of the Agreement shall be considered reasonable and necessary to protect the Company's legitimate business interests and that any violation of these restrictions would result in irreparable injury to the Company. In the event of a breach or a threatened breach by Executive

of any restrictive covenant contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Executive from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the restoration and other remedies specified in this Agreement and/or the recovery of money damages, attorneys' fees, and costs. These covenants and restrictions shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and restrictions.

8.8 Severability. Should a court determine that any paragraph or sentence, or any portion of a paragraph or sentence of this Section 8 is invalid, unenforceable, or void, this determination shall not have the effect of invalidating or validating the remainder of the paragraph, sentence or any other provision of this Section 8. Further, it is intended that the court should construe this Section 8 by limiting and reducing it only to the extent necessary to be enforceable under then applicable law, taking into account the intent of the parties.

8.9 Future Employment. If, before the expiration of the period covered by Section 8.5 hereof, Executive seeks or is offered employment by any other company, firm, person or entity, Executive shall provide a copy of this Section 8 to the prospective employer before accepting employment with that prospective employer.

9. No Duty to Mitigate. Except as otherwise specifically provided herein, Executive's entitlement to payments or benefits upon or following the termination of his employment will not be subject to mitigation or a duty to mitigate by Executive.

#### 10. Successors and Beneficiaries.

10.1 Successors and Assigns of the Company. The Company shall require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Company and its subsidiaries taken as a whole, expressly and unconditionally to assume and agree to perform or cause to be performed the Company's obligations under this Agreement. In any such event, the term "Company," as used herein shall mean the Company, as defined above, and any such successor or assignee.

10.2 Executive's Beneficiary. For the purposes hereof, Executive's beneficiary will be the person or persons designated as such in a written beneficiary designation filed with the Company, which may be revoked or revised in the same manner at any time prior to Executive's death. In the absence of a properly filed written beneficiary designation or if no designated beneficiary survives Executive, Executive's beneficiary will be deemed to be his surviving spouse, if any, or, if none, his estate

11. Arbitration.

11.1 Dispute Resolution. Except as otherwise specifically provided in Section 8.7 (relating to the ability of a party to seek injunctive or other equitable relief from a court), any claim or controversy arising out of or relating to this Agreement or the breach hereof shall be resolved exclusively by arbitration .

11.2 Claim Initiation/Time Limits. A party must notify the other party in writing of a request to arbitrate a dispute within the same statute of limitations period applicable to the legal claim asserted. The written request for arbitration must specify (a) the factual basis on which the claim is made; (b) the statutory provision or legal theory under which the claim is made; and (c) the nature and extent of any relief or remedy sought

11.3 Procedures. The arbitration will be administered in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"), in the Princeton, New Jersey metropolitan area (or, if different, in the metropolitan area in which Executive is then or was last employed) before an experienced employment law arbitrator licensed to practice law in that jurisdiction who has been selected in accordance with such Rules. The Company will pay the fees of the AAA and the arbitrator and will bear the administrative expenses of any such arbitration proceeding. Each party may be represented by counsel of its or his own choosing and at its or his own expense; provided, however, that attorneys' fees and costs may be awarded to a prevailing party in the discretion of the arbitrator. The arbitrator's award will be enforceable, and a judgment may be entered thereon, in a federal or state court of competent jurisdiction in the state where the arbitration was held. The decision of the arbitrator will be final and binding.

12. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, excluding its conflict of law rules or any other principle that could require the application of the law of any other jurisdiction.

13. Indemnification. In the absence of a separate written indemnification agreement between the Company and Executive, the Company shall indemnify Executive and hold him harmless from and against any claim, liability and expense (including, without limitation, reasonable attorney fees) made against him or incurred by him in connection with his employment by the Company or his membership on the Board (including, without limitation, service for subsidiaries or affiliates of the Company in fulfillment of his duties and responsibilities under this Agreement), to the maximum extent permitted by applicable law.

14. Withholding. The Company and its Affiliates may withhold from any and all amounts payable under this Agreement such federal, state and local taxes and other amounts as may be required to be withheld pursuant to applicable law.

15. Entire Agreement. This Agreement (including any exhibits, schedules and other documents referred to herein) contains the entire understanding between the parties hereto with respect to the subject

matter hereof and supersedes any prior and/or contemporaneous understandings, agreements or representations, written or oral, relating to the subject matter hereof.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and consistent with the intention of the parties, and, in furtherance thereof, if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

18. Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of the Company in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by a party of any right or any breach by the other party shall constitute a waiver of any other right of such party or breach by such other party.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MISTRAS GROUP, INC.

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

Name: Sotirios J. Vahaviolos

Title: Executive Chairman

\_\_\_\_\_  
Dennis Bertolotti





## CERTIFICATION PURSUANT TO RULE 13A-14(a) OF THE SECURITIES

## EXCHANGE ACT OF 1934

I, Dennis Bertolotti, certify that:

1. I have reviewed this report on Form 10-Q of Mistras Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Dennis Bertolotti

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Dennis Bertolotti

President and Chief Executive Officer

(Principal Executive Officer)

## CERTIFICATION PURSUANT TO RULE 13A-14(a) OF THE SECURITIES

## EXCHANGE ACT OF 1934

I, Edward J. Prajzner, certify that:

1. I have reviewed this report on Form 10-Q of Mistras Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Edward J. Prajzner

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Edward J. Prajzner

Senior Vice President, Chief Financial Officer and Treasurer

(Principal Financial Officer)

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Each of the undersigned hereby certifies, for the purposes of section 1350 of chapter 63 of title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of Mistras Group, Inc. (the "Company"), that, to his knowledge, the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2018 (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. This written statement is being furnished to the Securities and Exchange Commission as an exhibit to the Report.

Dated: May 8, 2018

/s/ Dennis Bertolotti

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Dennis Bertolotti

President and Chief Executive Officer

(Principal Executive Officer)

/s/ Edward J. Prajzner

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Edward J. Prajzner

Senior Vice President, Chief Financial Officer and Treasurer

(Principal Financial Officer)