

Nanda Final Arbitration Award--11/19/11

**In the Matter of the Arbitration of Jay Nanda / Atul
Nanda / Dibon Solutions, Inc.**

FINAL ARBITRATION AWARD

Pursuant to a Shareholder Dispute Resolution Agreement between the parties dated October 14, 2011, (Exhibit A), the parties, Jay Nanda ("Jay"), Atul Nanda ("Atul"), and Dibon Solutions, Inc. ("Dibon") submitted their various disputes and claimed valuation of assets to the undersigned Arbitrator at a hearing convened on November 16 and November 18, 2011. The Arbitrator has carefully considered the arguments of counsel, the testimony and exhibits submitted by the parties, and enters the following Final Award.

At the conclusion of the first day of the hearing, November 16, 2011, the Arbitrator advised the parties and counsel of the Arbitrator's determination of how the assets in dispute should be evenly divided between the parties¹ ("Division of Assets")(Exhibit B). Pursuant to the Agreement, Atul then won a coin-flip and elected from the equal division of assets made by the Arbitrator to receive the "Dibon Solutions" assets, with Jay receiving the RTS assets² ("the Election"). This Division of Assets and Election by Atul Nanda is fully incorporated as if set forth at length, and is part of this Final Award.

When the hearing re-convened on November 18, 2011, the parties submitted their arguments and evidence of how various withdrawals of the parties from Dibon over the years should be equitably and properly reconciled. The Arbitrator has determined that the following is a fair and equitable award, based on the arguments, testimony, and other evidence submitted:

Final Award:

1. Jay is awarded and shall recover from Respondent as damages the total sum of **\$517,162.00**, calculated as follows:

Total "Cashouts" by Atul \$2,284,937.00

¹ "Shareholders agree that Arbitrator will have the full and final authority to divide Assets in two equal groups". --*Shareholder Dispute Resolution Agreement*, p. 1.

² "Arbitrator will then use a random mechanism such as a toss of coin to select either Atul Nanda or Jay Nanda to choose one of the equal groups".-- *Shareholder Dispute Resolution Agreement*, p. 1.



Nanda Final Arbitration Award--11/19/11

(\$2,247,637.00 + \$37,300 "employee generated profit" item = \$2,284,937.00)

Total "Cashouts" by Jay \$1,934,406.00

(\$2,756,245.63 - \$549,000 (UK--legitimate transfer) - \$62,079.63 (car--legitimate transfer) - \$141,667.00 (salaries -- legitimate transfer) - \$69,093.00 (website/email disruption) = \$1,934,406)

Southlake Property Out of Pocket

Differential (amount owed by Atul

to even out the investment) \$166,631.00

(\$86,000.00 from Atul + \$166,631.00 = \$252,631; \$419,262.00 from Jay - \$166,631.00 = \$252,631.00)

\$2,284,937.00

-\$1,934,406.00

\$350,531.00

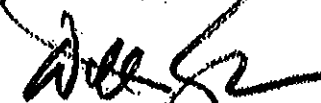
+ \$166,631.00

\$517,162.00

2. The amount of this Award is in addition to payments owed by Atul pursuant to the Division of Assets and Election.
3. No amount is awarded as unpaid commissions as there was never an agreement regarding commission payments.
4. Each party shall bear it's own fees, costs, and expenses of the litigation /arbitration.
5. The amount of the award shall bear interest at the legal Texas judgment rate of interest from 30 days after the date of this Final Award until paid.

All exhibits and other materials submitted to the Arbitrator in this matter will be disposed of within 21 days, unless a request for some other treatment of these materials is received. All other relief requested by any party and not granted in this Award is DENIED.

Respectfully submitted,



Will Pryor, Arbitrator

November 19, 2011