

EXHIBIT J

STOCK SUBSCRIPTION AGREEMENT

THIS STOCK SUBSCRIPTION AGREEMENT (the "Agreement"), dated as of June 22, 2011, is entered into by and between LABRADOR SEARCH CORPORATION, a Delaware corporation (the "Corporation"), and DONALD KOSAK (the "Subscriber").

WITNESSETH

WHEREAS, the authorized capital stock of the Corporation is One Hundred and Ten million (110,000,000) shares consisting of One Hundred Million (100,000,000) shares of common stock, par value \$0.0001 per share (the "Common Stock"); and Ten Million (10,000,000) shares of preferred stock, par value \$0.0001 per share;

WHEREAS, the Subscriber, who is an individual and independent contractor and not an employee of the Corporation, is agreeable to providing certain consulting services to the Corporation for an undefined period (the "Consulting Services") as requested by the Corporation from time to time; and

WHEREAS, the Corporation desires to issue and sell to the Subscriber, and the Subscriber desires to subscribe to and accept from the Corporation [REDACTED] shares of Common Stock upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

1. The Corporation agrees to issue and sell to the Subscriber, and the Subscriber agrees to subscribe to and purchase from the Corporation, [REDACTED] shares of Common Stock (the "Shares") for a purchase price of [REDACTED] per share.
2. Upon the issuance of the Shares, the Subscriber agrees to pay the aggregate purchase price for the Shares, in an amount equal to [REDACTED]. At such time as payment is made, the Corporation agrees to deliver to the Subscriber a certificate (the "Certificate") representing the shares of Common Stock being subscribed to and paid for by the Subscriber. The Certificate shall be properly legended to reflect that the shares of Common Stock represented by the Certificate are not registered under the Securities Act of 1933, as amended (the "Securities Act").
3. The Subscriber agrees that the Shares shall be subject to a lock-up that expires on the earlier of twenty four (24) months from the date hereof or twelve (12) months after the Corporation successfully completes an initial public offering of its securities (the "IPO"), or such other period consistent with other senior management of the Corporation as determined by the underwriters at the time of the IPO. In addition, the Subscriber agrees that [REDACTED] of the Shares shall be subject to forfeiture, whereby the Corporation shall have the right to repurchase such shares at the original purchase price (the "Repurchase Right"). The Repurchase Right shall automatically terminate quarterly with respect to the Shares pro rata over a period of three (3) years (the "Repurchase Right Period"); provided that, upon termination of the continued provision of the Consulting Services to the Corporation by either the Corporation or the Subscriber at any time

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prior to the end of the Repurchase Right Period, the Repurchase Right shall accelerate for all of the remaining Restricted Stock.

4. Shareholder Rights.

(a) Definitions.

"Certificate of Designations" means the terms of the Series A Convertible Preferred Stock, which are set forth in the certificate of designations, preferences and rights of Series A Convertible Preferred Stock in the form attached as Exhibit A to the Subscription Agreement.

"Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

"Preferred Stock" means the new series of convertible preferred stock of the Corporation designated as the Series A Convertible Preferred Stock, which shall be convertible into the Corporation's Common Stock in accordance with the terms of the Certificate of Designations

"Sale of the Corporation" shall mean the sale of the Corporation to a Person (or group) that is not an affiliate of the Lead Investor, pursuant to which such Person (or group) shall acquire beneficial ownership of more than (ii) 50% of the Common Stock of the Corporation (calculated on an as converted basis assuming conversion in full of the Preferred Stock) or (ii) 50% of the Preferred Stock (whether by merger, consolidation or transfer of Shares).

"Shares" shall mean the Shares and any and all shares of capital stock of the Corporation or any successor or assign of the Corporation (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution for the Shares, by reason of any stock dividend, split, reverse split, combination, recapitalization, reclassification, merger, consolidation or otherwise, as if held on the date hereof.

"Subscription Agreement" means the subscription agreement by and among the Corporation and the Lead Investor (as defined in Section 4(b)(i)) dated as of June 22, 2011.

(b) Drag Along Rights.

(i) Buyout Notice. In the event that Hudson Bay Master Fund Ltd. (the "Lead Investor") or any assignee or transferee of Preferred Stock or shares of Common Stock underlying Preferred Stock shall have received a bona fide offer from a Person that is not an affiliate of the Lead Investor (or shall have entered into a bona fide written agreement with such Person) relating to a Sale of the Corporation, and the Lead Investor (together with any assignee or transferee of Preferred Stock or shares of Common Stock underlying Preferred Stock) desires to effect, or cause the Corporation to effect, such Sale of the Corporation, the Lead Investor shall be entitled to give a notice (a "Buyout Notice") to the Subscriber (the "Drag-Along Shareholder"), not less than 10 days prior to the closing of such Sale of the Corporation, stating that it proposes to effect (or cause the Corporation to effect) such transaction, specifying the name and address of the proposed parties to such transaction, the anticipated closing date, the number of Shares that the Drag-Along Shareholder is obligated to sell (which may be all or any portion of the Shares held by the Drag-Along Shareholder), the consideration payable in connection therewith and the terms and conditions thereof.

(ii) Required Sale. The Drag-Along Shareholder hereby appoints the Lead Investor and any of its successors and assigns attorney-in-fact and grants it an

irrevocable proxy, coupled with an interest, to vote in respect of any Sale of the Corporation subject to this Section 4. The irrevocable proxy will be effective for all time and has no termination date. The Drag-Along Shareholder hereby represents that any other proxies heretofore given in respect of its Shares are not irrevocable and are hereby revoked. The Drag-Along Shareholder hereby approves, ratifies and confirms all actions that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. The irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of the Delaware General Corporation Law. The Drag-Along Shareholder agrees that, upon the giving of a Buyout Notice by the Lead Investor, it shall be obligated to transfer a number of Shares specified in the Buyout Notice, in exchange for the per-share purchase price (calculated on an as converted basis assuming conversion in full of all shares of Preferred Stock, but in the case of any Preferred Stock, as adjusted for any amounts payable upon conversion) of the Sale of the Corporation transaction (and hereby waives any dissenters' rights, appraisal rights or similar rights in connection with any merger or consolidation and agrees to take all necessary action to evidence such waiver and to cause the Corporation to consummate the proposed transaction, including executing such documents as may be reasonably required by the Lead Investor in connection with such sale. In connection therewith, the Drag-Along Shareholder shall make such representations, warranties and covenants as are reasonably requested by the Lead Investor, including without limitation, with respect to its beneficial and record ownership of, and authority to sell, its Shares, free and clear of any liens, claims, options, charges, encumbrances and rights (other than those arising hereunder) and the Drag-Along Shareholder shall participate, pro rata, based upon the number of Shares being sold by the Lead Investor, the Drag-Along Shareholder and all other selling shareholders, (A) in any indemnity liabilities to the purchaser in such transaction, and (B) in any escrow for the purpose of satisfying any such indemnity liabilities.

(iii) Costs. All reasonable costs and expenses incurred by the Lead Investor in connection with a transfer in which the Lead Investor shall have exercised its drag-along right under this Section 4, including fees, costs and disbursements of one counsel chosen by the Lead Investor, and any finders' fees or brokerage commissions, shall be paid by the Corporation, and if requested by the Corporation or the Lead Investor, the Drag-Along Shareholder shall be obligated to reimburse the Corporation for its pro rata share thereof.

(c) Tag Along Rights.

(i) The Lead Investor may not transfer any Preferred Stock to one or more third parties that are not affiliates of the Lead Investor if such transactions, together with all shares of Preferred Stock previously transferred by the Lead Investor to one or more third parties that are not affiliates of the Lead Investor, would, if consummated, result in the Lead Investor transferring more than 50% of the aggregate number of shares of Preferred Stock held on the date hereof, unless the Subscriber is offered a right to sell in such transfer with the Lead Investor in accordance with the terms of this Section 4(c). Notwithstanding anything to the contrary contained herein, the provisions of this Section 4(c) shall only apply to the extent that the aggregate consideration actually received by the Lead Investor (or will actually receive upon consummation of a proposed transfer) for sales of its Preferred Stock exceeds [REDACTED]

(ii) At least five business days prior to any such transfer, the Lead Investor shall deliver a sale notice to the Subscriber specifying the identity

of the prospective transferee(s) and disclosing in reasonable detail the number of shares of Preferred Stock, the price and other terms and conditions of the proposed transfer. If the Subscriber elects to participate in the proposed transfer, the Subscriber shall deliver written notice (a "Tag Along Notice") of its election to participate to the Lead Investor prior to the expiration of such five business day period (upon timely delivery of a Tag Along Notice, the Subscriber will be a "Tag Along Shareholder" for purposes of this Section 4(c)).

(iii) The Tag Along Shareholder will be entitled to sell in such proposed transfer, at the same price per share (calculated based on the number of shares of Common Stock into which the Preferred Stock being sold hereunder are convertible into) and on the same terms as the Lead Investor, a number of shares of the Tag Along Shareholder's Founder's Stock equal to 200% of the product of (x) the number of shares of Founder's Stock then held by the Subscriber and (y) the difference between (A) the percentage calculated by dividing (x) the number of shares of Preferred Stock proposed to be transferred by the Lead Investor to a third party that is not an affiliate of the Lead Investor, together with all shares of Preferred Stock previously transferred to a third party that was not an affiliate of the Lead Investor by (y) the aggregate number of shares of Preferred Stock held by the Lead Investor on the date hereof and (B) 50%. The number of shares of Preferred Stock proposed to be transferred by the Lead Investor in the current transfer and the number of shares of Founder's Stock proposed to be transferred hereunder by the Tag Along Shareholder in the current transfer shall be proportionately reduced to the extent necessary to provide for the sale of shares of Founder's Stock by the Tag Along Shareholder exercising its rights hereunder. The Subscriber shall deliver the shares of Founder's Stock in accordance with the provisions of Section 4(d) hereof.

(iv) Permitted Transfer. The Lead Investor and the Tag Along Shareholder (if applicable) may transfer the Preferred Stock and the shares of Founder's Stock at the price and on the terms and conditions set forth in the sale notice and/or the Tag Along Notice for a period of 90 days from the expiration of the five business day period commencing on the date of delivery of the sale notice to the Subscriber. Any shares of Preferred Stock, Common Stock and Founder's Stock not transferred within such period again shall be subject to the provisions of this Section 4(c) in connection with any subsequent transfer.

(v) Failure to Exercise Option. The failure of the Subscriber to give written notice as specified in this Section 4(c) within the time period specified herein shall be deemed to be a waiver of its rights under this Section 4(c).

(d) Closings. At any closing pursuant to Section 4(b) or 4(c) hereunder, all share certificates representing Founder's Stock shall be duly endorsed with a signature guarantee for transfer and accompanied by all requisite transfer taxes, if any, and such shares shall be free

and clear of any liens, claims, options, charges, encumbrances or rights (other than those arising hereunder), and the Subscriber shall so represent and warrant, and shall further represent that it is the beneficial and record owner of such shares and has the authority to sell such shares. At such closing, each purchaser of shares of Founder's Stock shall deliver at such closing payment for the cash portion of the consideration for the shares purchased by it by certified or official bank check or wire transfer and shall pay the balance in accordance with the agreed upon terms. At such closing, all of the parties shall execute such additional documents as are otherwise customary and appropriate.

(e) Termination of Drag Along and Tag Along Rights. In the event of a consummation of an IPO, the rights granted pursuant to Sections 4(b) and (c) shall terminate and have no effect whatsoever.

5. The Corporation represents and warrants that the Shares, when issued, will be duly authorized, validly issued, fully paid and nonassessable.

6. Subscriber agrees that during the period in which Lead Investor continues to hold shares of Preferred Stock of the Corporation, Subscriber agrees to vote the Shares in favor of the Lead Investor's designees to the Corporation's Board of Directors.

7. The Subscriber represents that such Shares are being acquired for his own account, for investment and not with a view to the distribution or resale thereof. The Subscriber understands that such Shares have not been registered under the Securities Act or any state securities or "blue sky" laws by reason of their issuance in a transaction exempt from the registration requirements thereunder and may not be resold unless a subsequent disposition thereof is registered thereunder (the Corporation being under no obligation to so register) or is exempt from registration thereunder.

8. As evidence of the restriction on transfer, the following legend (or a substantially similar legend) will be placed on the Certificate or Certificates evidencing the Shares:

"THE REGISTERED HOLDER HEREOF HAS REPRESENTED TO THE ISSUER OF THE SHARES REPRESENTED HEREBY THAT IT HAS ACQUIRED SUCH SHARES FOR INVESTMENT PURPOSES AND NOT FOR DISTRIBUTION. ACCORDINGLY, SUCH SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS SUBSEQUENTLY REGISTERED THEREUNDER OR AN EXEMPTION FROM REGISTRATION THEREUNDER IS AVAILABLE."

The Corporation may give appropriate stop-transfer instructions to any transfer agent for the Shares.

8. Subscriber shall be reimbursed at the rate of [REDACTED] per hour for any Consulting Services provided to the Corporation. Expenses such as travel (e.g., airfare, lodging, and meals) and premium database searches will be agreed upon with the Corporation in written form (email, fax, or letter) prior to being incurred by the Consultant. The Consultant shall invoice the Corporation on a monthly basis with all invoices due net of 30 days.

9. Miscellaneous.

(a) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. FedEx) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the County and State of New York.

(d) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

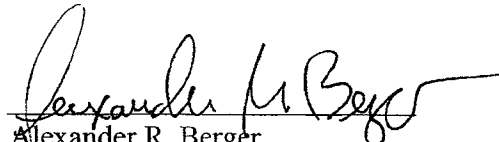
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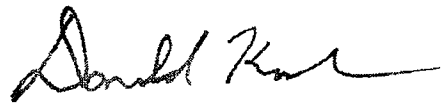
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[Signature Page to Stock Subscription Agreement]

IN WITNESS WHEREOF, the parties have executed and delivered this Stock Subscription Agreement as of the date first written above.

LABRADOR SEARCH CORPORATION

By: 
Name: Alexander R. Berger
Title: Authorized Signatory



Donald Kosak