UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ **Annual Report Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

For the fiscal year ended December 31, 2019

☐ **Transition Report Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

For the transition period from to

Commission File Number 1-7234

GP STRATEGIES CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	**52-0845774**
(State of Incorporation)	(I.R.S. Employer Identification No.)
70 Corporate Center **11000 Broken Land Parkway, Suite 200, Columbia, MD**	**21044**
(Address of principal executive offices)	(Zip Code)

(443) 367-9600
Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of each exchange on which registered:
Common Stock, $.01 par value	GPX	New York Stock Exchange, Inc.

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

Large accelerated filer ☐ Accelerated filer ☒ Non-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 12(b)-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the outstanding shares of the Registrant's Common Stock, par value $.01 per share, held by non-affiliates as of June 30, 2019 was approximately $191,101,000.

The number of shares outstanding of the registrant's Common Stock as of February 25, 2020:

Class	Outstanding
Common Stock, par value $.01 per share	17,080,664 shares

DOCUMENTS INCORPORATED BY REFERENCE
Portions of the registrant's definitive Proxy Statement for its 2020 Annual Meeting of Stockholders are incorporated herein by reference into Part III hereof.

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Cautionary Statement Regarding Forward-Looking Statements

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward looking statements. Forward–looking statements are not statements of historical facts, but rather reflect our current expectations concerning future events and results. We use words such as "expects," "intends," "believes," "may," "will," "should," "could," "anticipates," "estimates," "plans" and similar expressions to indicate forward-looking statements, but their absence does not mean a statement is not forward-looking. Because these forward-looking statements are based upon management's expectations and assumptions and are subject to risks and uncertainties, there are important factors that could cause actual results to differ materially from those expressed or implied by these forward-looking statements, including, but not limited to, those factors set forth under Item 1A - Risk Factors and those other risks and uncertainties detailed in our periodic reports and registration statements filed with the Securities and Exchange Commission ("SEC"). We caution that these risk factors may not be exhaustive. We operate in a continually changing business environment, and new risk factors emerge from time to time. We cannot predict these new risk factors, nor can we assess the effect, if any, of the new risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ from those expressed or implied by these forward-looking statements.

If any one or more of these expectations and assumptions proves incorrect, actual results will likely differ materially from those contemplated by the forward-looking statements. Even if all of the foregoing assumptions and expectations prove correct, actual results may still differ materially from those expressed in the forward-looking statements as a result of factors we may not anticipate or that may be beyond our control. While we cannot assess the future impact that any of these differences could have on our business, financial condition, results of operations and cash flows or the market price of shares of our common stock, the differences could be significant. We do not undertake to update any forward-looking statements made by us, whether as a result of new information, future events or otherwise. You are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented in this report.

Company Information Available on the Internet

Our Internet address is www.gpstrategies.com. We make available free of charge through our Internet site, our annual reports on Form 10-K; quarterly reports on Form 10-Q; current reports on Form 8-K; and any amendment to those reports filed or furnished pursuant to the Exchange Act as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC.

PART I

Item 1: Business

Company Overview

GP Strategies Corporation, which is a New York Stock Exchange ("NYSE") listed company traded under the symbol GPX, is a global performance improvement solutions provider of training, digital learning solutions, management consulting and engineering services. References in this report to "GP Strategies," the "Company," "we" and "our" are to GP Strategies Corporation and its subsidiaries, collectively.

We are a global performance improvement and learning solutions provider focused on improving the effectiveness of organizations by delivering innovative and superior training, consulting and business improvement services, customized to meet the specific needs of our clients. We also provide leadership development, sales training, platform adoption, management consulting, engineering and technical services, learning outsourcing and multimedia solutions which enhance our customized learning capabilities and diversify our service offerings. We have global execution capabilities and provide services to a large customer base across a broad range of industries in over 50 countries. We serve leading companies in the automotive, financial services and insurance, pharmaceutical, oil and gas, power, chemical, electronics and technology, manufacturing, software, retail, healthcare, education and food and beverage industries, as well as government agencies. We have over five decades of experience in developing solutions to optimize workforce performance by providing services and products to our clients that assist them in successfully aligning their employees, processes and technologies.

We have focused on building our custom performance improvement and learning business through internal growth and the acquisition of complementary businesses. Since 2006, we have completed over 30 acquisitions to strengthen our capabilities in specific training and technical service areas, expand our global presence, and increase our customer base and market sector reach. As a result, we've added product sales training and leadership training, and strengthened our digital learning and content development expertise, while also expanding further internationally. Our acquisitions have also expanded our market sector reach, added new customers and enhanced our service offerings through the addition of new complementary services. We also invested in global expansion through the establishment of over twenty new subsidiaries in select countries since 2013 to support new global outsourcing contracts. We believe our expanded infrastructure and the ability to deliver globally will allow us to better support our existing client base as well as win new business for our comprehensive service offerings.

In 2019, we divested certain non-core assets. We sold our tuition program management business on October 1, 2019 and our alternative fuels design and engineering business on January 1, 2020.

Operating Segments

As of December 31, 2019, we operated through two reportable business segments: (i) Workforce Excellence and (ii) Business Transformation Services. We are organized into two operating segments aligned by complementary service lines and supported by a business development organization aligned by industry sector. Our two segments each consist of two global practice areas which are focused on providing similar and/or complementary products and services across our diverse customer base and within targeted markets. Within each practice are various service lines having specific areas of expertise. Marketing and communications, sales, accounting, finance, legal, human resources, information systems and other administrative services are organized at the corporate level. Business development and sales resources are aligned by industry sector to support existing customer accounts and new customer development across both segments.

Workforce Excellence. The Workforce Excellence segment advises and partners with leading organizations in designing, implementing, operating and supporting their talent management and workforce strategies, enabling them to gain greater competitive edge in their markets. This segment consists of two practices:

- **Managed Learning Services** - this practice focuses on creating value for our customers by delivering a suite of talent management and learning design, development, operational and support services that can be delivered as large scale outsourcing arrangements, managed services contracts and project-based service engagements. The Managed Learning Services offerings include strategic learning and development consulting services, digital learning content design and development solutions and a suite of managed learning operations services, including: managed facilitation and delivery, managed training administration and logistics, help desk support, event management and vendor management.
- **Engineering & Technical Services** - this practice focuses on capital intensive, inherently hazardous and/or highly complex technical services in support of both U.S. government and global commercial industries. Our products and services include design, development and delivery of technical work-based learning, CapEx (plant launch) initiatives, engineering design and construction management, fabrication, and management services, operational excellence consulting, chemical demilitarization services, homeland security services, emergency management support services along with all forms of technical documentation. We deliver world-class asset management and performance improvement consulting to a host of industries. Our proprietary EtaPRO® Performance and Condition Monitoring System provides a suite of real-time digital solutions for hundreds of facilities and is installed in power-generating units around the world. We also provide thousands of technical courses in a web-based off-the-shelf delivery format through our GPiLEARN+™ portal.

Business Transformation Services. The Business Transformation Services segment works with organizations to execute complex business strategies by linking business systems, processes and workforce performance to clear and measurable results. We have a holistic methodology to establishing direction and closing the gap between strategy and execution. Our approach equips business leaders and teams with the tools and capability to deliver high-performance results. This segment consists of two practices:

- **Sales Enablement** - this practice provides custom product sales training and service technical training, primarily to automotive manufacturers, designed to better educate customer salesforces as well as service technicians with respect to new product features and designs, in effect rapidly increasing the salesforce and technician knowledge base and enabling them to address retail customer needs. Furthermore, this segment helps our clients assess their customer relationship marketing strategy and connect with their customers on a one-to-one basis, including custom print and digital publications. We have been a custom product sales and service technical training provider and leader in serving manufacturing customers in the U.S. automotive industry for over 40 years.

- **<u>Organizational Development</u>** - this practice works with organizations to design and execute an integrated people performance system. This translates to helping organizations set strategy, carry that strategy through every level of the organization and ensure that their people have the right skills, knowledge, tools, processes and technology to enable transformation and achieve business results. Solutions include strategy, leadership, employee engagement and culture consulting, enterprise technology implementation and adoption solutions, and organization design and business performance consulting.

<u>Segment Financial Information</u>

For financial information about our business segments and geographic operations and revenue, see Note 15 to the accompanying Consolidated Financial Statements.

Services and Products

Our personnel come from varied backgrounds in the corporate, technical, military and government arenas. They use their professional knowledge to create cost-effective solutions to address modern business and governmental performance challenges. Our training, consulting and engineering services and related product offerings are discussed in more detail below.

Training. We provide custom training services and products to support our customers' existing operations, as well as the launch of new plants, products, equipment, technologies and processes. Our training services are comprehensive, covering all aspects of an organization's needs, including:

- **Content and Curriculum Development.** Services include a fundamental analysis of the client's needs, curriculum design, instructional material development (in hard copy, electronic/software or other format), information technology service support and delivery. Our instructional delivery capabilities include traditional classroom, structured on-the-job training (OJT), just-in-time methods, computer-based, web-based, video-based and the full spectrum of digital learning technologies.

- **Digital Learning Solutions.** As organizations become increasingly global and matrixed, single-source training solutions and learning interventions don't always fit every audience and business need. Learning and Development (L&D) teams must consider blended solutions that include a range of modalities and methodologies. In an increasingly digital world with evolving online learning and social platforms, bots, artificial intelligence and more, we have expertise to help organizations vet and select the right platforms to purchase, understand the best way to implement them and help teams adapt learning strategies and approaches to business problems and training requests in order to remain relevant and respond to disruption.

- **Learning & Training Outsourcing.** We offer a wide range of managed learning services, including design, delivery and global management of comprehensive learning programs for national and multinational businesses and government organizations. We can deliver our services individually or as a complete, integrated training solution. Solutions include the management of our customers' training departments, as well as administrative processes, such as vendor management, call center/help desk administration and learning management system (LMS) administration. Our services encompass a wide spectrum of learning engagements ranging from focusing on a single aspect of a learning process to multi-year contracts where we manage the learning infrastructure of our customer.

- **Documentation Development.** Training-related documentation products include custom instructor and student training manuals, job aids to support technical skills development and instructional materials suitable for web-based and blended learning solutions.

- **Specialized Training Areas.** Our professionals possess diverse skills in multiple industries that enable us to address specialized training needs, including technical training, machine and equipment maintenance training, product sales training and incentive programs, leadership development training, regulatory training, environmental training and homeland security training.

Consulting. Our consulting services include training-related consulting services as well as strategic business transformation and specialized consulting, including the areas of:

- **Business Transformation Consulting.** We partner with organizations to bridge the gap between strategy development and execution by aligning their people, processes and technologies to business outcomes.

- **Learning & Development Transformation Consulting.** We work with organizations on their learning and development transformation encompassing strategy development, governance, and execution that align with their key performance objectives and business goals.

- **Organization & Leadership Development.** We recognize that true success occurs when all parts of the organization are aligned and prepared to tackle challenges in a unified manner. We work with organizations to design leadership development programs to serve the strategic and culture shifts their businesses need from their leaders.

- **Change Management.** We offer change-management strategies to help our customer's employees accept, adopt and perform in new ways and be open to change.

- **Lean Enterprise.** Our Lean and Six Sigma experts provide high-level lean enterprise consulting services, as well as training in the concept, methods and application of lean enterprise and other quality practices, organizational development and change management.

- **Engineering.** We provide engineering consulting services to support regulatory and environmental compliance, modification of facilities and processes, plant performance improvement, reliability-centered maintenance practices and plant start-up activities.

- **Information Technology.** Consulting services include IT consulting and platform adoption services, system selection consulting, operations continuity assessment, planning, training and procedure development.

- **Customer Loyalty.** Our Sales Enablement practice provides consultation on customer loyalty programs and supports those services with brand loyalty publications, incentive programs and customer-focused sales training. We develop personalized publications for automotive clients which establish a link between the manufacturer/dealer and each customer.

- **Homeland Security and Emergency Management.** We deliver consulting services from physical security assessments to all-hazards emergency planning and preparedness. These services include training, exercises and documentation.

- **Maintenance & Reliability.** We help manufacturers develop strategies, assessments and leadership alignment tactics for maintenance and reliability programs, as well as provide the training, management systems and documentation that support an enduring culture of waste elimination and variability reduction.

Engineering and Technical Services. Our staff includes civil, mechanical and electrical engineers who are equipped to provide engineering, technical support services, consulting expertise, design capabilities and evaluation services. Our engineering customers typically operate in technically complex industries such as oil and gas, power, chemical, aerospace, transportation and manufacturing industries. Our engineering services support facilities, processes and systems in multiple capacities, including:

- **Power Plant Performance.** We deliver multiple solutions to optimize power plant assets and mitigate risk. We have also developed proprietary products to support the power industry, including our EtaPRO® platform, a real-time software system for keeping equipment and facilities running efficiently and reliably through process anomaly detection, real-time KPI's, and early warning of potential equipment failure. EtaPRO® is installed on over 570 GW of power generation world-wide.

- **Technical Support.** Services in this area include procedure writing and configuration control for capital intensive facilities, plant start-up assistance, logistics support (e.g., inventory management and control), implementation and engineering assistance for facility or process modifications, facility management for high technology training environments, staff augmentation and help-desk support for standard and customized client desktop applications.

Competitive Strengths

We believe our key competitive strengths include:

Global Delivery and Single-Source Custom Training Solutions Provider. We believe we are one of the largest independent single-source custom training solutions providers with the capability of delivering globally in the markets in which we compete. We provide managed learning services solutions spanning the full life-cycle of the training process, including the management of training departments and administrative processes for our customers. We believe that the breadth of our service and product offerings, which encompass fully integrated managed learning services solutions as well as discrete services, allows us to better serve the needs of our clients by providing them with a single-source solution for custom training, consulting and technical and engineering services. We believe that the integration of our services into a single platform, together with our global presence and delivery capabilities, allows our customers to leverage an enterprise-wide solution to address their performance improvement needs in a way that streamlines their internal operations, improves the speed and efficiency at which critical know-how is disseminated on a firm-wide basis, and enables them to achieve their desired performance improvement goals.

Outstanding Reputation in the Industry. We have continued to build an outstanding reputation in the learning and training industry through the delivery of our solutions and have received numerous awards. 2019 highlights include:

Industry Awards

- **Training Industry, Inc.**, The Top Training Companies™ lists are developed based on extensive, proprietary research and analysis of companies around the world. They examine the capabilities, experience, and expertise of hundreds of learning organizations. In 2019, we appeared on the Top 20 lists in the following categories: Assessment & Evaluation, Content Development, Gamification, Health & Safety Training, IT Training, Leadership Training, Sales Training, and Training Outsourcing.

- **Brandon Hall HCM Excellence** recognizes the best organizations that have successfully deployed programs and strategies that have achieved measurable results. We received ten Brandon Hall Excellence in Learning Awards and one for Excellence in Learning Technology.

- **Chief Learning Officer Learning in Practice** recognizes industry leaders who have demonstrated excellence in the design and delivery of employee development programs. We won gold for excellence in technology innovation and silver for excellence in partnership.

Customer Supplier Awards - GP Strategies has been recognized by two strategic clients with a prestigious Supplier of the Year Award, including:

- **AVANGRID** - Recognized as a Supplier of the Year for Health and Safety. This award is given to suppliers that have shown commitment and have provided value to AVANGRID's strategic plan.

- **General Motors** - Recognizes GM's best suppliers that have consistently exceeded GM's expectation, creating outstanding value, or introducing innovations to the company. This is the third consecutive year GP Strategies has been recognized.

Partner Awards - GP Strategies was presented with a Service Excellence award by one of our strategic partners, SAP. We won the Service Excellence category in the EMEA North Awards for partner excellence. The Service Excellence award recognizes SAP partners for their achievement in gaining solution certifications for their knowledge and expertise across all SAP Technologies.

Scalable Technology Platform. Our training programs are delivered both online and in classroom settings. We have the ability to work with outside information technology (IT) vendors in combination with our own proprietary software in order to deliver a scalable technology platform capable of addressing training needs of various size and commitment, ranging from a one-time project to a multi-year training program.

Legacy Technical Expertise. In the 1960's, we began providing technical services to the U.S. Navy nuclear submarine program and the nuclear electric-power generation industry, and have since maintained and expanded our reputation for providing technically complex consulting, engineering, and training services. Many of our employees have engineering degrees, technical training or years of relevant technical industry experience. Through repeat projects with industry leaders we have acquired significant industry experience in providing highly technical consulting services. We believe that our technical expertise allows us to address market opportunities for complex business challenges that require in-depth expertise and certifications typically acquired over several years of specialized training and many years of experience. We also believe that our ability to provide both training-related and business consulting services allows us to gain insight into operations of our customers, understand the challenges they face and develop optimal solutions to meet these challenges. In addition, we believe that the knowledge that we develop while working with our clients provides us with a significant competitive advantage as those clients look to expand the scope of services outsourced to third party service providers.

Well Positioned to Capitalize on the Large Product Sales Training Market. We believe that the introduction of new products with advanced features, combined with the growing amount and accessibility of information available to consumers, requires companies to maintain a highly skilled and technologically current sales force to effectively capture customer interest and confidence. In-house implementation of product sales training programs can be expensive and time-consuming as these programs typically involve significant levels of face-to-face training, in some cases across a large global sales force. In addition, product sales training tends to be a continuous process, as the pace of new products and features in many cases requires year-round updating of the sales force. We believe we have one of the industry's leading product sales training platforms, and are well positioned to benefit from increased training outsourcing as companies look for ways to reduce costs.

Highly Qualified and Dedicated Employees and Tenured Management Team. Our most important asset is our people, as their wide-ranging skill sets enable us to serve our diverse and expanding global client base. As a result, we are committed to the continued development of our employees. We offer our employees technical, functional, industry, managerial and leadership skill development and training throughout their careers with us. We seek to reinforce our employees' commitment to our clients, culture and values through a comprehensive performance management system and a career philosophy that rewards both individual performance and teamwork. We also benefit from the skill and experience of our executive management team, who together have in excess of 100 years of experience in the training industry and have an average tenure with our company of over 20 years.

Contracts

We currently perform under fixed price (including fixed-fee per transaction), time-and-materials and cost-reimbursable contracts. The following table illustrates the percentage of our total revenue attributable to each type of contract for the year ended December 31, 2019:

Fixed fee per transaction	54%
Fixed price	20
Time-and-materials, including fixed rate	23
Cost-reimbursable	3
Total revenue	100%

Fixed price contracts (including fixed-fee per transaction) provide for payment to us of pre-determined amounts as compensation for the delivery of specific products or services, without regard to the actual costs incurred. We bear the risk that increased or unexpected costs required to perform the specified services may reduce our profit or cause us to sustain a loss, but we have the opportunity to derive increased profit if the costs required to perform the specified services are less than expected. Fixed price contracts generally permit the client to terminate the contract on written notice; in the event of such termination we would typically be paid a proportionate amount of the fixed price.

Time-and-materials contracts generally provide for billing of services based upon the hourly billing rates of the employees performing the services and the actual expenses incurred multiplied by a specified mark-up factor up to a certain aggregate dollar amount. Our time-and-materials contracts include certain contracts under which we have agreed to provide training, engineering and technical services at fixed hourly rates. Time-and-materials contracts generally permit the client to control the amount, type and timing of the services to be performed by us and to terminate the contract on written notice. If a contract is terminated, we are typically paid for the services we have provided through the date of termination.

Cost-reimbursable contracts provide for us to be reimbursed for our actual direct and indirect costs plus a fee. These contracts also are generally subject to termination at the convenience of the client. If a contract is terminated, we are typically reimbursed for our costs through the date of termination, plus the cost of an orderly termination, and paid a proportionate amount of the fee.

International

We conduct our business globally and outside the United States primarily through our wholly owned subsidiaries. We may continue to create new subsidiaries as our business expands. Through these subsidiaries, we are capable of providing substantially the same services and products as are available to clients in the United States, although modified as appropriate to address the language, business practices and cultural factors unique to each client and country. In combination with our subsidiaries, we are able to coordinate the delivery to multi-national clients of services and products that achieve consistency on a global, enterprise-wide basis. Revenue from operations outside the United States represented approximately 36% and 33% of our consolidated revenue for the years ended December 31, 2019 and 2018, respectively (see Note 15 to the accompanying Consolidated Financial Statements).

Customers

During 2019, we provided services to over 500 customers. Significant customers include *multinational automotive manufacturers*, such as General Motors Company, Hyundai Motor Company, Ford Motor Company and Fiat Chrysler; *financial services companies* such as HSBC, Bank of America, SunTrust Banks and PNC Bank; *governmental agencies*, such as the U.S. Department of Defense, U.S. Department of Commerce, U.S. Department of Health and Human Services and the Skills Funding Agency in the United Kingdom; *U.S. Government prime contractors*, such as Lockheed Martin, Bechtel National, Inc. and General Dynamics; *commercial electric power utilities*, such as Eskom, Entergy and National Grid; *pharmaceutical companies,* such as Novartis AG, Bristol-Myers Squibb, Merck & Co. and Pfizer; and other *large multinational companies*, such as Microsoft, CIGNA Corporation, Rockwell Automation, Deere & Company, and Boeing. During the year ended December 31, 2019, we provided services to 148 customers in the Fortune 500 and 124 customers in the Global Fortune 500.

We have a market concentration of revenue in both the automotive sector and the financial & insurance sector. Revenue from the automotive industry accounted for approximately 28%, 23% and 22% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single automotive customer, which accounted for approximately 13%, 14% and 13% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019 accounts receivable from a single automotive customer totaled $17.2 million, or 13% of our consolidated accounts receivable balance. Revenue from the financial & insurance industry accounted for approximately 16%, 19% and 20% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single financial services customer, which accounted for approximately 10%, 13% and 14% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, billed and unbilled accounts receivable from a single financial services customer totaled $15.4 million, or 8%, of our consolidated accounts receivable and unbilled revenue balances. No other single customer accounted for more than 10% of our consolidated revenue in 2019 or consolidated accounts receivable balance as of December 31, 2019.

We believe the nature of our business, which includes established relationships with our clients, provides us with a platform from which to drive revenues and gives us visibility into our future performance. We have long-standing relationships with many of our clients, with over 80% of our top 25 clients having used our services for five or more years. Additionally, over 90% of our annual revenue is generated from client relationships that existed in the prior year. We also had a backlog for services under executed contracts of $349.8 million as of December 31, 2019.

Employees

Our principal resource is our personnel. As of December 31, 2019, we had 4,856 employees. We also utilize additional adjunct instructors and consultants as needed. Our future success depends to a significant degree upon our ability to continue to attract, retain and integrate into our operations instructors, engineers, technical personnel and consultants who possess the skills and experience required to meet the needs of our clients.

We utilize a variety of methods to attract and retain personnel. We believe that the compensation and benefits offered to our employees are competitive with the compensation and benefits available from other organizations with which we compete for personnel. In addition, we encourage the professional development of our employees, both internally via GP University (our own internal training resource) and through third parties, and we also offer tuition reimbursement for job-related educational costs. We believe that we have good relations with our employees.

Competition

We face a highly competitive environment. The principal competitive factors are the experience and capability of service personnel, performance, quality and functionality of products, reputation and price. The training industry is large, highly fragmented and competitive, with low barriers to entry and no single competitor accounting for a significant market share. According to Training Industry, Inc., global external training expenditures totaled approximately $99.7 billion in 2019. Our competitors include several large publicly traded and privately held companies, vocational and technical training schools, degree-granting colleges and universities, continuing education programs and thousands of small privately held training providers and individuals. In addition, many of our clients maintain internal training departments, which have the resources and ability to provide the same or similar services in-house. Some of our competitors offer services and products at lower prices, and some competitors have significantly greater financial, managerial, technical, marketing and other resources. Moreover, we expect to face additional competition from new entrants into the training and performance improvement market due, in part, to the evolving nature of the market and the relatively low barriers to entry. There can be no assurance that we will be successful against such competition.

Engineering and consulting services such as those that we provide are performed by many of the customers themselves, large architectural and engineering firms that have expanded their range of services beyond design and construction activities, large consulting firms, information technology companies, major suppliers of equipment and individuals and independent service companies similar to us. The engineering and construction markets are highly competitive and require substantial resources and capital investment in equipment, technology and skilled personnel. Many of our competitors for our engineering and technical consulting services have greater financial resources than we do. Competition also places downward pressure on our contract prices and profit margins. We cannot provide any assurance that we will be able to compete successfully, and the failure to do so could adversely affect our business and financial condition.

Sales & Marketing

In 2018, sales, marketing and proposal resources were centralized to better position ourselves to achieve the growth goals of the organization. We operate as an integrated, customer-centric team to ensure our go-to-customer strategy directly supports the business strategy. We use our online digital presence, attendance at trade shows, presentations at industry and trade association conferences, press releases, industry award submissions, webinars and workshops given by our personnel to serve important marketing functions. We also carry out selective print and digital advertising and conduct targeted marketing campaigns to current and prospective clients. In addition, we use our social media channels, such as LinkedIn, Facebook, Twitter, YouTube, SlideShare and a Company blog on our website, as a means of sharing thought leadership content, disclosing information about the Company, our services and other topics important to our clients. By staying ahead of the market trends and engaging with clients, we are able to identify possible opportunities to expand the services we are providing them as well as extend the current services we are providing. In other cases, clients ask us to bid competitively. In both cases, we submit proposals to the client for evaluation. The period between submission of a proposal to final award can range from 30 days or less (generally for noncompetitive, short-term contracts), to a year or more (generally for large, competitive multi-year contracts).

Backlog

Our backlog for services under executed contracts and subcontracts was approximately $349.8 million and $318.0 million as of December 31, 2019 and 2018, respectively. We anticipate that approximately 85 percent of our backlog as of December 31, 2019 will be recognized as revenue during 2020. However, the rate at which services are performed under certain contracts, and thus the rate at which backlog will be recognized, may be at the discretion of the client and most contracts are, as mentioned above, subject to termination by the client upon written notice.

Item 1A: Risk Factors

The following are some of the factors that we believe could cause our actual results to differ materially from historical results and from the results contemplated by the forward-looking statements contained in this report and other public statements made by us. Additional risks and uncertainties not presently known to us, or that we currently see as immaterial, may also harm our business. Most of these risks are generally beyond our control. If any of the risks or uncertainties described below, or any such additional risks and uncertainties actually occur, our business, results of operations and financial condition could be materially and adversely affected.

Changing economic conditions in the United States, the United Kingdom and the other countries in which we conduct our operations could harm our business, results of operations and financial condition.

Our revenues and profitability are related to general levels of economic activity and employment primarily in the United States and the United Kingdom. As a result, economic recession in both of those countries could harm our business and financial condition. A significant portion of our revenues is derived from Fortune 500 companies and their global equivalents, which historically have decreased expenditures for external training during economic downturns. If the economies in which these companies operate are weakened in any future period, these companies may reduce their expenditures on external training, and other products and services supplied by us, which could materially and adversely affect our business, results of operations and financial condition. As we expand our business globally, we might be subject to additional risks associated with economic conditions in the countries into which we enter or in which we expand our operations. There is significant uncertainty about the economic effect of the U.K.'s formal departure from the European Union on January 31, 2020, subject to a transition period expected to last until December 31, 2020. See "*The United Kingdom's withdrawal from the EU may adversely impact our operations in the United Kingdom and elsewhere.*"

Our revenue and financial condition could be adversely affected by the loss of business from significant customers, including financial services institutions and automotive manufacturers.

During the years ended December 31, 2019, 2018 and 2017, revenue from our customers in the financial services & insurance sector accounted for approximately 16%, 19% and 20%, respectively, of our consolidated revenue. In addition, we have a concentration of revenue from a single financial services customer, which accounted for approximately 10%, 13% and 14% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, billed and unbilled accounts receivable from this customer totaled $15.4 million, or 8%, of our consolidated accounts receivable and unbilled revenue balances. A default in payment from this client or a decline in the volume of business from this client and other major financial services customers could adversely affect our business and financial condition.

During the years ended December 31, 2019, 2018 and 2017, revenue from our customers in the automotive industry accounted for approximately 28%, 23% and 22%, respectively, of our consolidated revenue. In addition, we have a concentration of revenue from a single automotive customer, which accounted for approximately 13%, 14% and 13% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, accounts receivable from a single automotive customer totaled $17.2 million, or 13% of our consolidated accounts receivable balance. Historically, U.S. auto manufacturers have been negatively impacted during times of economic downturns and recession, resulting in significant reductions in vehicle sales requiring the auto manufacturers to cut costs. A decline in the volume of business from automotive customers could adversely affect our business and financial condition.

Substantially all of our contracts are subject to termination on written notice and, therefore, our operations are dependent upon our customers' continued satisfaction with our services and their continued inability or unwillingness to perform those services themselves or to engage other third-parties to deliver such services.

Our successful performance of learning services under our Global Master Agreement with HSBC is subject to many risks.

On July 2, 2013, we entered into an agreement (the "Global Master Agreement") with HSBC Holdings plc ("HSBC") to provide global learning services. The Global Master Agreement, as originally written and as amended and restated in 2017, established a contractual framework pursuant to which we and certain of our wholly owned subsidiaries entered into local services agreements with certain members of HSBC's group of companies in respect of countries in which the learning services have been provided by us. The initial term of the Global Master Agreement was three years. In January 2016, we announced that HSBC exercised its option to extend the Global Master Agreement for two additional years, which extended the contract to July 2018. Effective February 23, 2018, the Global Master Agreement was extended to July 2019. On November 6, 2018, we entered into an amended and restated Global Master Agreement with HSBC. The initial term of the Global Master Agreement, as amended and restated, is approximately three years, two months. HSBC has the right to extend the Global Master Agreement for one additional two-year term. The Global Master Agreement fixes the billing rates to be charged for most services to be provided by us for the initial term (years one to three) and the first year of the option term (year four). During the second year of the option term (year five), any increases in billing rates are restricted by reference to the level of indexation set out in the relevant local services agreement.

The Global Master Agreement includes certain minimum service level requirements that we must meet or exceed. If we fail to meet a given performance standard, HSBC will, in certain circumstances, receive a credit against the charges otherwise due.

Additionally, HSBC has the right to periodically engage a third party to perform benchmark studies to determine whether our services, the level and quality to which our services are being provided and the applicable charges under the Global Master Agreement are within the top quartile for best-value-for-money for comparable services provided by our competitors. If the benchmark report states that any benchmarked service is not within the top quartile for best-value-for-money for services comparable to our benchmarked services etc., then we must implement changes as soon as reasonably practicable.

HSBC has the right to terminate the Global Master Agreement and the relevant HSBC contracting party has the right to terminate any local services agreement to which it is a party, in whole or in part, for, among other things, convenience on three months' written notice.

Our successful performance of the Global Master Agreement and the associated local services agreements, is subject to many risks, including the effect(s) that fixed prices for four years, the indexation of rates, the service level credits and the benchmarking requirements may have on our ability to perform services in a profitable manner; additional currency exchange rate exposure; local tax requirements and our need to concurrently maintain reliable payroll, accounting, purchasing, tax management, employment practices, project management, asset management and information technology infrastructure in many countries.

The price of our common stock is highly volatile and could decline regardless of our operating performance.

The market price of our common stock could fluctuate in response to, among other things:

- changes in economic and general market conditions;
- changes in the outlook and financial condition of certain of our significant customers and industries in which we have a concentration of business;
- changes in financial estimates, treatment of our tax assets or liabilities or investment recommendations by securities analysts following our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- sales of common stock by our directors, officers and significant stockholders;
- factors affecting securities of companies included in the Russell 2000® Index, in which our common stock is included;
- our failure to achieve operating results consistent with securities analysts' projections; and
- the operating and stock price performance of competitors.

These factors might adversely affect the trading price of our common stock and prevent you from selling your common stock at or above the price at which you purchased it. In addition, in recent periods, the stock market has experienced significant price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies, including ours and others in our industry. These changes can occur without regard to the operating performance of the affected companies. As a result, the price of our common stock could fluctuate based upon factors that have little or nothing to do with our company, and these fluctuations could materially reduce our share price.

A substantial portion of our assets consists of goodwill and intangible assets, which are subject to impairment. We could incur material asset impairment charges in future periods.

Our acquisitions in recent years have not involved the acquisition of significant tangible assets and, as a result, a significant portion of the purchase price in each case was allocated to goodwill and other intangible assets. As of December 31, 2019, we had goodwill of $171.6 million and other intangible assets of $16.3 million in connection with acquisitions. In accordance with U.S. GAAP, goodwill is reviewed annually for impairment unless circumstances or events indicate that an impairment test should be performed sooner to determine if there has been any impairment to value. The review for impairment is based on several factors requiring judgment. A decrease in expected cash flows, change in market conditions, or a material decline in our stock price, among other things, may indicate potential impairment of recorded goodwill.

We tested our goodwill at the reporting unit level as of October 1, 2019 and 2018 and there was no indication of impairment. Each of our reporting units had a significant excess fair value over its respective carrying value, with the exception of the Organizational Development reporting unit which had a fair value that exceeded its carrying value by 11% as of the October 1, 2019 testing date. The Organizational Development reporting unit has a significant amount of goodwill attributable to previously completed acquisitions. If it fails to meet its financial projections, or if other adverse market conditions occur (such as a sustained material decrease in our stock price) which would lower the fair value of the business, we could incur material goodwill and other intangible asset impairment charges in the future. We will continue to test for impairment on an annual basis or on an interim basis if events and circumstances indicate a possible impairment.

Our financial results are subject to quarterly fluctuations, which may result in volatility or declines in our stock price.

We experience, and expect to continue to experience, fluctuations in quarterly operating results. Consequently, you should not deem our results for any particular quarter to be necessarily indicative of future results. Factors that may affect quarterly operating results in the future include:

- the overall level of services and products sold;
- the volume of publications shipped by our Sales Enablement practice each quarter, because revenue and cost of publications contracts are recognized in the quarter during which the publications ship;
- fluctuations in project profitability;
- the gain or loss of material clients;
- the timing, structure and magnitude of acquisitions;
- participant training volume and general levels of outsourcing demand from clients in the industries that we serve;
- the budget and purchasing cycles of our clients, especially of the governments and government agencies that we serve;
- the commencement or completion of client engagements or services and products in a particular quarter;
- currency fluctuations; and
- the general level of economic activity.

Accordingly, it is difficult for us to forecast our growth and results of operations on a quarterly basis. If we fail to meet expectations of investors or analysts, our stock price may fall rapidly and without notice. Furthermore, the fluctuation of quarterly operating results may render less meaningful period-to-period comparisons of our operating results.

Sagard Capital Partners, L.P. ("Sagard") may exert influence over us and could delay or deter a change of control or other business combination or otherwise cause us to take actions with which other stockholders may disagree.

As of December 31, 2019, Sagard beneficially owned 3,639,367 shares or 21.4% of our outstanding common stock. In addition, until Sagard owns less than certain specified amounts of common stock or certain other conditions have been met, Sagard is entitled to designate an individual to serve on our board of directors. As a result, Sagard may exert influence over our decision to enter into any corporate transaction or with respect to any transaction that requires the approval of stockholders, regardless of whether other stockholders believe that the transaction is in their own best interests. This could have the effect of delaying, deterring or preventing a change of control or other business combination that might otherwise be beneficial to our stockholders.

We are vulnerable to the cyclical nature of the markets we serve.

The demand for our services and products is dependent upon training and marketing budgets and the existence of projects with training, engineering, procurement, construction or management needs. Although downturns can impact our entire business, the automotive, financial and insurance, manufacturing, electronics and semiconductors, construction, alternative fuels and energy industries are examples of sectors that are cyclical in nature and have been affected from time to time by fluctuations in either national or worldwide demand for our services. Industries such as these and many of the others we serve have historically been and might continue to be vulnerable to general downturns and are and might continue to be cyclical in nature. During economic downturns, our clients might demand better terms. In addition, many of our training contracts are subject to modification in the event of certain material changes in the business or demand for our services. Our government clients also might face budget deficits that prohibit them from funding proposed and existing projects. As a result, our past results have varied considerably and could continue to vary depending upon the demand for future projects in the industries that we serve.

We may continue making acquisitions as part of our growth strategy, which subjects us to numerous risks that could have a material adverse effect on our business, financial condition and results of operations.

As part of our growth strategy, we may continue to pursue selective acquisitions of businesses that broaden our service and product offerings, deepen our capabilities and allow us to enter attractive new domestic and international markets. Pursuit of acquisitions exposes us to many risks, including that:

- acquisitions may require significant capital resources and divert management's attention from our existing business;
- acquisitions may not provide the benefits anticipated;
- acquisitions could subject us to contingent or other liabilities, including liabilities arising from events or conduct predating the acquisition of a business that were not known to us at the time of the acquisition;
- we may incur significantly greater expenditures in integrating an acquired business than had been initially anticipated;
- acquisitions may create unanticipated tax and accounting problems; and
- acquisitions may result in a material weakness in our internal controls if we are not able to successfully establish and implement proper controls and procedures for the acquired business.

Our failure to successfully accomplish future acquisitions or to manage and integrate completed or future acquisitions could have a material adverse effect on our business, financial condition or results of operations. We can provide no assurances that we:

- will identify suitable acquisition candidates;
- can consummate acquisitions on acceptable terms;
- can successfully compete for acquisition candidates against larger companies with significantly greater resources;
- can successfully integrate any acquired business into our operations or successfully manage the operations of any acquired business; or
- will be able to retain an acquired company's significant client relationships, goodwill and key personnel or otherwise realize the intended benefits of any acquisition.

In addition, acquisitions might involve our entry into new businesses that might not be as profitable as we expect. We can provide no assurances that our expectations regarding the profitability of future acquisitions will prove to be accurate. Acquisitions might also increase our exposure to the risks inherent in certain markets or industries.

As a result of completed and possible future acquisitions, our past performance is not indicative of future performance, and investors should not base their expectations as to our future performance on our historical results.

Future acquisitions may require that we incur debt or issue dilutive equity.

Future acquisitions may require us to incur additional debt, under our existing credit facility or otherwise, or issue equity, resulting in additional leverage or dilution of ownership.

Difficulties in integrating acquired businesses could result in reduced revenues and income.

We might not be able to integrate successfully any business we have acquired or could acquire in the future. The integration of the businesses could be complex and time consuming and will place a significant strain on our management, administrative services personnel and information systems. This strain could disrupt our business. Furthermore, we could be adversely impacted by liabilities of acquired businesses. We could encounter substantial difficulties, costs and delays involved in integrating common accounting, information and communication systems, operating procedures, internal controls and human resources practices, including incompatibility of business cultures and the loss of key employees and customers. Also, depending on the type of acquisition, a key element of our strategy may include retaining management and key personnel of the acquired business to operate the acquired business for us. Our inability to retain these individuals could materially impair the value of an acquired business. In addition, small businesses acquired by us may have greater difficulty competing for new work as a result of being part of our larger entity. These difficulties could reduce our ability to gain customers or retain existing customers, and could increase operating expenses, resulting in reduced revenues and income and a failure to realize the anticipated benefits of acquisitions.

Our leverage could adversely affect our financial condition or operating flexibility if we fail to comply with certain covenants under the Credit Agreement.

Our Credit Agreement contains operating covenants that may, subject to exceptions, limit our ability and the ability of our subsidiaries to, among other things:

- create, incur or assume certain liens;
- make certain restricted payments, investments and loans;
- create, incur or assume additional indebtedness or guarantees;
- create restrictions on the payment of dividends or other distributions to us from our restricted subsidiaries;
- engage in M&A transactions, consolidations, sale-leasebacks, joint ventures, and asset and security sales and dispositions;
- pay dividends or redeem or repurchase our capital stock;
- alter the business that we and our subsidiaries conduct;
- engage in certain transactions with affiliates;
- modify the terms of certain indebtedness;
- prepay, redeem or purchase certain indebtedness; and
- make material changes to accounting and reporting practices.

In addition, the Credit Agreement includes a financial covenant that requires us not to exceed a maximum consolidated leverage ratio (the ratio of funded debt to Consolidated EBITDA, as defined in the Credit Agreement). Operating results below a certain level or other adverse factors, including a significant increase in interest rates, could result in us being unable to comply with certain covenants. If we violate any applicable covenants and are unable to obtain waivers, our agreements governing our indebtedness or other applicable agreement could be declared in default and could be accelerated, which could permit, in the case of secured debt, the lenders to foreclose on our assets securing the debt thereunder. If the indebtedness is accelerated, we may not be able to repay our debt or borrow sufficient funds to refinance it. Even if we are able to obtain new financing, it may not be on commercially reasonable terms or on terms that are acceptable to us. If our debt is in default for any reason, our cash flows, financial results or financial condition could be materially and adversely affected. In addition, complying with these covenants may make it more difficult for us to successfully execute our business strategy and compete against companies that are not subject to such restrictions.

Our business and financial condition could be adversely affected by government limitations on contractor profitability.

A significant portion of our revenue and profit is derived from contracts with the U.S. Government and subcontracts with prime contractors of the U.S. Government. The U.S. Government places limitations on contractor profitability; therefore, government-related contracts might have lower profit margins than the contracts we enter into with commercial customers.

A negative audit or other actions by the U.S. Government could adversely affect our future operating performance.

As a U.S. Government contractor, we must comply with laws and regulations relating to U.S. Government contracts and are subject to an increased risk of investigations, criminal prosecution, civil fraud, whistleblower lawsuits and other legal actions and liabilities to which companies with solely commercial customers are not subject. We are subject to audit and investigation by the Defense Contract Audit Agency ("DCAA") and other government agencies with respect to our compliance with federal laws, regulations and standards. These audits may occur several years after the period to which the audit relates. The DCAA, in particular, also reviews the adequacy of, and our compliance with, our internal control systems and policies, including our purchasing, property, estimating, compensation and management information systems. Any payments received by us from the U.S. Government for allowable direct and indirect costs are subject to adjustment after audit by government auditors and repayment to the government if the payments exceed allowable costs as defined in the government contracts, which could result in a material adjustment of the payments received by us under such contracts. In addition, any costs found to be improperly allocated to a specific contract will not be reimbursed. If we are found to be in violation of the law, we may be subject to civil or criminal penalties or administrative sanctions, including contract termination, the assessment of penalties and suspension or debarment from doing business with U.S. Government agencies. For example, many of the contracts we perform for the U.S. Government are subject to the Service Contract Act, which requires hourly employees to be paid certain specified wages and benefits. If the Department of Labor determines that we violated the Service Contract Act or its implementing regulations, we could be suspended for a period of time from winning new government contracts or renewals of existing contracts, which could materially and adversely affect our future operating performance.

Furthermore, our reputation could suffer serious harm if allegations of impropriety were made against us. If we are suspended or prohibited from contracting with the U.S. Government, or any significant U.S. Government agency, if our reputation or relationship with U.S. Government agencies becomes impaired or if the U.S. Government otherwise ceases doing business with us or significantly decreases the amount of business it does with us, it could materially and adversely affect our operating performance and could result in additional expenses and a loss of revenue.

We are a party to fixed price contracts and may enter into similar contracts in the future, which could result in reduced profits or losses if we are not able to accurately estimate or control costs or meet specific service levels.

A significant portion of our revenue is attributable to contracts entered into on a fixed price basis, which allows us to benefit from cost savings, but we carry the burden of cost overruns. If our initial estimates are incorrect, or if unanticipated circumstances arise, we could experience cost overruns which would result in reduced profits or even result in losses on these contracts. Our financial condition is dependent upon our ability to maximize our earnings from our contracts. Lower earnings or losses caused by cost overruns could have a negative impact on our financial results.

Under time and materials contracts, we are paid for labor at negotiated hourly billing rates and for certain expenses. Under cost-reimbursable contracts, which are subject to a contract ceiling amount, we are reimbursed for allowable costs and paid a fee, which may be fixed or performance based. However, if costs exceed the contract ceiling or are not allowable under the provisions of the contract or applicable regulations, we may not be able to obtain reimbursement for all such costs.

Our inability to successfully estimate and manage costs on each of these contract types may materially and adversely affect our financial condition. Cost overruns also may adversely affect our ability to sustain existing programs and obtain future contract awards.

Also, many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. These provisions could increase the variability in revenues and margins earned on those contracts.

Our revenues may be adversely affected if we fail to win competitively awarded contracts or to receive renewal or follow-on contracts.

We obtain many of our significant contracts through a competitive bidding process. Competitive bidding presents a number of risks, including, without limitation:

- the need to compete against companies or teams of companies that may have more financial and marketing resources and more experience in bidding on and performing major contracts than we have;
- the need to compete against companies or teams of companies that may be long-term, entrenched incumbents for a particular contract for which we are competing;
- the need to compete to retain existing contracts that have in the past been awarded to us;
- the expense and delay that may arise if our competitors protest or challenge new contract awards;
- the need to submit proposals for scopes of work in advance of the completion of their design, which may result in unforeseen cost overruns;

- the substantial cost and managerial time and effort, including design, development and marketing activities necessary to prepare bids and proposals for contracts that we may not win;
- the need to develop, introduce and implement new and enhanced solutions to our customers' needs;
- the need to locate and contract with teaming partners and subcontractors; and
- the need to accurately estimate the resources and costs that will be required to perform over the term of the contract and any extension periods for any fixed price or fixed rate contract that we win.

There are no assurances that we will continue to win competitively awarded contracts or to receive renewal or follow-on contracts. Renewal and follow-on contracts are important because our contracts are for fixed terms. These terms vary from shorter than one year to over five years, particularly for contracts with extension options. The loss of revenues from our failure to win competitively awarded contracts or to obtain renewal or follow-on contracts may be significant because competitively awarded contracts account for a substantial portion of our sales.

Our backlog is subject to reduction and cancellation, which could negatively impact our future revenues or earnings.

Our backlog for services under executed contracts (including subcontracts and purchase orders) was approximately $349.8 million, $318.0 million and $268.6 million as of December 31, 2019, 2018 and 2017, respectively. There can be no assurance that the revenues projected in our backlog will be realized or, if realized, will result in profits. Further, contract terminations or reductions in the original scope of contracts reflected in our backlog might occur at any time as discussed below in more detail.

Our backlog consists of projects for which we have signed contracts from customers. The rate at which services are performed under contracts, and thus the rate at which backlog will be recognized, may be at the discretion of the client. We cannot predict with certainty when or if backlog will be performed. In addition, even where a project proceeds as scheduled, it is possible that customers could default or otherwise fail to pay amounts owed to us. Material delays, terminations or payment defaults under contracts included in our backlog could have a material adverse effect on our business, results of operations and financial condition.

In addition, most of our contracts are subject to termination by the client upon written notice. Reductions in our backlog due to termination by a customer or for other reasons could materially and adversely affect the revenues and earnings we actually receive from contracts included in our backlog. If we experience terminations of significant contracts or significant scope adjustments to contracts reflected in our backlog, our financial condition, results of operations, and cash flow could be materially and adversely impacted.

We rely on third parties, including subcontractors, suppliers, teaming partners, software vendors and others to deliver the services we must provide to our customers and to operate our business, and disputes with or the failure to perform satisfactorily of such a third party could materially and adversely affect our performance, our ability to obtain future work, and our ability to manage our business effectively.

Many of our contracts involve subcontracts or agreements with other companies upon which we rely to perform a portion of the services or products we must provide to our customers. We also rely on third parties to provide us services and products we use for other functions in the operation of our business. There is a risk that we may have disputes with these third parties, including disputes regarding the quality and timeliness of services or work provided by the third party. A failure by one or more of third parties on whom we rely to satisfactorily provide, on a timely basis, the agreed upon services or products may materially and adversely impact our ability to perform our obligations to our customer or effectively operate our business. Third party performance deficiencies could expose us to liability and have a material adverse effect on our results of operations.

Also, from time to time we have entered, and expect to continue to enter, into joint venture, teaming and other similar arrangements which involve risks and uncertainties. These risks and uncertainties could result in reduced profits or, in some cases, significant losses for us with respect to the joint venture, teaming and other similar arrangements.

We maintain a workforce based upon anticipated staffing needs. If we do not receive future contract awards or if these awards are delayed or reduced in scope or funding, we could incur significant costs.

Our estimates of future staffing requirements depend in part on the timing of new contract awards. We make our estimates in good faith, but our estimates could be inaccurate or change based upon new information. In the case of larger projects, it is particularly difficult to predict whether we will receive a contract award and when the award will be announced. In some cases the contracts that are awarded require staffing levels that are different, sometimes lower, than the levels anticipated when the work was proposed. The uncertainty of contract award timing and changes in scope or funding can present difficulties in matching our workforce size with our contract needs. If an expected contract award is delayed or not received, or if a contract is awarded for a smaller scope of work than proposed, we could incur significant costs associated with making or failing to make reductions in staff.

Failure to continue to attract and retain qualified personnel could harm our business.

Our principal resource is our personnel. A significant portion of our revenue is derived from services and products that are delivered by instructors, engineers, technical personnel and consultants. Our consulting, technical training and engineering services require the employment of individuals with specific skills, training, licensure and backgrounds. An inability to hire or maintain employees with the required skills, training, licensure or backgrounds could have a material adverse effect on our ability to provide quality services, to expand the scope of our service offerings or to attract or retain customers or to accept contracts, which could negatively impact our business and financial condition. In order to initiate and develop client relationships and execute our growth strategy, we must continue to hire and maintain qualified salespeople. We must also continue to attract and develop capable management personnel to guide our business and supervise the use of our resources.

Similarly, our U.S. Government contracts require employment of individuals with specified skills, work experience, licensures, security clearances and backgrounds. An inability to hire or maintain employees with the required skills, work experience, licensure, security clearances or backgrounds could have a material adverse effect on our ability to win new contracts or satisfy existing contractual obligations, and could result in additional expenses or possible loss of revenue.

Competition for qualified personnel can be intense. We cannot assure you that qualified personnel will continue to be available to us or will be available to us when our needs arise or on terms favorable to us. Any failure to attract or retain qualified instructors, engineers, technical personnel, consultants, salespeople and managers in sufficient numbers could have a material adverse effect on our business and financial condition.

The loss of our key personnel, including our executive management team, could harm our business.

Our success is largely dependent upon the experience and continued services of our executive management team and our other key personnel. The loss of one or more of our key personnel and a failure to attract, develop or promote suitable replacements for them could materially and adversely affect our business, results of operation or financial condition. Since 2017, we have had significant changes in our executive management team. In 2017, our President indicated an intention to leave in 2019 and in November 2017 we promoted one of our senior vice presidents to be our new President. We also removed two Executive Vice Presidents who each had led one of our business segments, hired a new Chief Sales Officer, replaced our Chief Financial Officer and reorganized our business from four into two segments effective January 1, 2018.

Competition could materially and adversely affect our performance.

The training industry is highly fragmented and competitive, with low barriers to entry and no single competitor accounting for a significant market share. Our competitors include divisions of several large publicly traded and privately held companies, vocational and technical training schools, degree-granting colleges and universities, continuing education programs and thousands of small privately held training providers and individuals. In addition, many of our clients maintain internal training departments, which have the resources and ability to provide the same or similar services in-house. Some of our competitors offer similar services and products at lower prices, and some competitors have significantly greater financial, managerial, technical, marketing and other resources. Moreover, we expect to face additional competition from new entrants into the training and performance improvement market due, in part, to the evolving nature of the market and the relatively low barriers to entry.

The engineering and construction markets in which we compete are also highly competitive. Many of our competitors are niche engineering and construction companies. In some instances, it is necessary for us to partner with those competitors who meet the small business administration's criteria for a small business in order to win contract awards. This competition places downward pressure on our contract prices and profit margins. Intense competition is expected to continue in our training, engineering and technical services markets, presenting us with significant challenges in our ability to maintain strong growth rates and acceptable profit margins. If we are unable to meet these competitive challenges, we could lose market share to our competitors and experience an overall reduction in our profits.

We cannot provide any assurance that we will be able to compete successfully in the industries or markets in which we compete, and the failure to do so could materially and adversely affect our business, results of operations and financial condition.

Failure to keep pace with technology and changing market needs could harm our business.

Our future success will depend upon our ability to adapt to changing client needs, to gain expertise in technological advances rapidly and to respond quickly to evolving industry trends and market needs. Many of our clients are demanding that our services be available across the U.S. and worldwide. We cannot assure you that we will be able to expand our operations into all geographic areas into which our multinational clients seek to use our services or that we will be able to attract and retain qualified personnel to provide our services in all such geographic areas. We also cannot assure you that we will be successful in adapting to advances in technology or marketing our services and products in advanced formats. In addition, services and products delivered in the newer formats might not provide comparable training results. Furthermore, subsequent technological advances might render moot any successful expansion of the methods of delivering our services and products. If we are unable to develop new means of delivering our services and products due to capital, personnel, technological or other constraints, our business, results of operations and financial condition could be materially and adversely affected.

We have only a limited ability to protect the intellectual property rights that are important to our success, and we face the risk that our services or products may infringe upon the intellectual property rights of others.

Our future success depends, in part, upon our ability to protect our proprietary methodologies and other intellectual property, including our EtaPRO™ software. Existing laws of some countries in which we provide or license or intend to provide or license our services or products may offer only limited protection of our intellectual property rights. We rely upon a combination of trade secrets, confidentiality policies, non-disclosure and other contractual arrangements and copyright and trademark laws to protect our intellectual property rights. The steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property, and we may not be able to detect unauthorized use or take appropriate and timely steps to enforce our intellectual property rights. Protecting our intellectual property rights might also consume significant management time and resources.

We cannot be sure that our services and products, or the products of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and we might have infringement claims asserted against us or against our clients. These claims might harm our reputation, result in financial liabilities and prevent us from offering some services or products. We have generally agreed in our contracts to indemnify our clients against expenses or liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area, whether we ultimately win or lose, could be time-consuming and costly, injure our reputation or require us to enter into royalty or licensing arrangements. We might not be able to enter into these royalty or licensing arrangements on acceptable terms. Any limitation on our ability to provide or license a service or product could cause us to lose revenue-generating opportunities and require us to incur additional expenses to develop new or modified solutions for future projects.

Our information technology systems are subject to risks that we cannot control.

Our information technology systems, including technology systems provided by third parties, are dependent upon global communications providers, web browsers, telephone systems, and other aspects of the Internet infrastructure that have experienced system failures and electrical outages in the past. Our systems are susceptible to slow access and download times, outages from fire, floods, power loss, telecommunications failures, hacking, and similar events. Our servers are vulnerable to computer viruses, hacking, and similar disruptions from unauthorized tampering with our computer systems. The occurrence of any of these events could disrupt or damage our information technology systems and inhibit our internal operations, our ability to provide services to our customers, and the ability of our customers to access our information technology systems. This could result in our loss of customers, loss of revenue or a reduction in demand for our services, or affect the ability to manage our business effectively.

We identified material weaknesses in our internal control over financial reporting related to our implementation of a new global enterprise resource planning system (ERP) on October 1, 2018, and subsequent post-implementation processing as well as our risk assessment over certain key financial processes. Until remediated, there is the possibility that a material misstatement in our consolidated financial statements may not be prevented or detected on a timely basis, which could result in loss of investor confidence and adversely impact our stock price.

Internal controls related to the operation of technology systems and risk assessment over key financial processes are critical to maintaining adequate internal control over financial reporting. As disclosed in Part II, Item 9A, management identified material weaknesses in internal control related to ineffective controls over the implementation of the ERP system in the areas of user access and program change-management as well as ineffective risk assessment to ensure controls were designed and implemented to respond to the risks within the revenue and human resources processes as well as other processes within TTi Global, Inc. As a result, management concluded that our internal control over financial reporting was not effective as of December 31, 2019 and 2018. We remediated a material weakness related to system development lifecycle controls, and are implementing remedial measures to address the current material weaknesses. While there can be no assurance that our efforts will be successful, we plan to remediate the material weaknesses prior to the end of 2020. However, certain material weaknesses that we had planned to remediate by the end of 2019 continue to exist and we may not be able to remediate the current material weaknesses by the end of 2020. These remediation efforts could result in additional expenses. If we are unable to remediate the material weaknesses, or are otherwise unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process and report financial information accurately, and to prepare financial statements within required time periods, could be adversely affected, which could subject us to litigation or investigations requiring management resources and payment of legal and other expenses, negatively affecting investor confidence in our financial statements and adversely impact our stock price.

A breach of our security measures (or security measures of third-parties we have engaged) could harm our business, results of operations and financial condition.

Our databases contain our confidential data and confidential data of our clients and our clients' customers, employees and vendors, including sensitive personal data. As a result, we are subject to numerous laws and regulations designed to protect this information, such as the European Union General Data Protection Regulation, the California Consumer Privacy Act and various U.S. federal and state laws governing the protection of health or other personally identifiable information. These laws and regulations are increasing in complexity and number, change frequently and sometimes conflict among the various countries in which we operate. We have implemented security measures, both directly and with third-party subcontractors and service providers, with the intent of maintaining the security of any confidential information which has been entrusted to us against unauthorized access through our information systems or by other electronic transmission or through the misdirection, theft or loss of physical media. A party, including one of our employees, who is able to circumvent our security measures could misappropriate such confidential information or interrupt our operations. Many of our contracts require us to comply with specific data security requirements. If we are unable to maintain our compliance with these data security requirements or any person, including any of our current or former employees, penetrates our network security or misappropriates sensitive data, we could be subject to significant liabilities to our clients or other parties or subject to legal actions for breaching these data security requirements or other contractual confidentiality provisions. These liabilities might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. Furthermore, unauthorized disclosure of sensitive or confidential data of our clients or other parties, whether through breach of our computer systems, systems failure or otherwise, could also damage our reputation and cause us to lose existing and potential clients. We may also be subject to civil actions, regulatory enforcement actions, and criminal prosecution for breaches related to such data or need to expend significant capital and other resources to continue to protect against security breaches or to address any problem they may cause. In addition, our liability insurance, which includes cyber insurance, might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

Our international sales and operations expose us to various political and economic risks, which could have a material adverse effect on our business, results of operations and financial condition.

Our revenue outside of the U.S. was approximately 36%, 33% and 31% of our total revenue for the years ended December 31, 2019, 2018 and 2017, respectively. We conduct our business globally. We may continue to expand our global operations into countries other than those in which we currently operate. It could also involve expanding into less developed countries, which may have less political, social or economic stability and less developed infrastructure and legal systems. We may encounter challenges adapting to cultural differences compared to the U.S. International sales and operations might be subject to a variety of risks, including:

- greater difficulty in staffing and managing foreign operations;

- greater risk of uncollectible accounts;
- longer collection cycles;
- logistical and communications challenges;
- potential adverse changes in laws and regulatory practices, including export license requirements, trade barriers, tariffs and tax laws;
- changes in labor conditions, burdens and costs of compliance with a variety of foreign laws;
- political and economic instability;
- increases in duties and taxation;
- exchange rate risks;
- greater difficulty in protecting intellectual property;
- general economic and political conditions in these foreign markets;
- acts of war or terrorism or natural disasters, and limits on the ability of governments to respond to such acts;
- restrictions on the transfer of funds into or out of a particular country; or
- nationalization of foreign assets and other forms of governmental protectionism.

As we expand our business into new countries, we may increase our exposure to the risks discussed above. An adverse development relating to one or more of these risks could affect our relationships with our customers or could have a material adverse effect on our business, results of operations and financial condition.

The United Kingdom's withdrawal from the EU may adversely impact our operations in the United Kingdom and elsewhere.

On January 31, 2020, the United Kingdom formally left the European Union and the U.K. is in the process of negotiating its exit from the EU (generally referred to as "Brexit"). The U.K. will remain subject to the EU's rules and regulations during a transition period ending December 31, 2020. The impact of Brexit on our business will depend, in part, on the outcome of tariff, trade, regulatory and other negotiations during this transition period and on the ultimate manner and terms of the U.K.'s withdrawal from the EU.

The UK withdrawal from the EU could create new challenges in our operations, such as instability in global financial and foreign exchange markets. This instability could include volatility in the value of the British pound and European euro, legal uncertainty and potentially divergent national laws and regulations. In addition, the absence of trade agreements between the UK and other EU countries may adversely affect the operation of our cross-border engagements between certain of these countries, including as a result of the potential loss of the E.U. "passport," or any other potential restriction on free travel of U.K. citizens to Europe, and vice versa.

At the time of this filing, we cannot predict the impact that the UK's actual exit from the EU will have on our business generally and our UK and European operations more specifically, and no assurance can be given that our operating results, financial condition and prospects would not be adversely impacted by the result.

We are subject to risks associated with currency fluctuations, which could have a material adverse effect on our results of operations and financial condition.

Approximately 36% of our revenue for the year ended December 31, 2019 was denominated in foreign currencies. British Pound Sterling-denominated revenue represented approximately 15% of our revenue for the year ended December 31, 2019. As a result, changes in the exchange rates of foreign currencies to the U.S. dollar will affect our reported consolidated U.S. dollar revenue, cost of revenue and operating margins and could result in exchange gains or losses. The impact of future exchange rate fluctuations on our results of operations cannot be accurately predicted.

Business disruptions could adversely affect our future sales, financial condition, reputation or stock price or increase costs and expenses.

Our business, and that of our key suppliers and customers, may be impacted by disruptions including, but not limited to, threats to physical security, information technology attacks or failures, damaging weather or other acts of nature and pandemics or other public health crises. Such disruptions could affect our internal operations or services provided to customers, adversely impacting our sales, financial condition, reputation or stock price or increase our costs and expenses.

Our financial condition and results of operations for fiscal 2020 could be adversely affected by the recent coronavirus outbreak.

In December 2019, a novel strain of coronavirus was reported to have surfaced in Wuhan, China. While initially concentrated in China, at the time of this filing, the outbreak has now spread to other countries and infections have been reported globally including in the United States. The outbreak has resulted in increased travel restrictions and extended shutdown of certain businesses. While these restrictions and closures are expected to be temporary, the duration of the business disruption, reduced customer activity and related financial impact cannot be reasonably estimated at this time but could negatively affect the results of our operations. The extent to which the coronavirus impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others.

We are subject to potential liabilities which are not covered by our insurance.

We engage in activities in which there are substantial risks of potential liability. We have provided services involving electric power distribution and generation, nuclear power, chemical weapons destruction, petrochemical process training, pipeline operations, volatile fuels such as hydrogen and liquefied natural gas (“LNG”), environmental remediation, engineering design and construction management. We maintain a global insurance program (including general liability coverage) covering the businesses we currently own. Claims by or against any covered insured could reduce the amount of available insurance coverage for the other insureds and for other claims. In addition, certain liabilities might not be covered at all, such as deductibles, self-insured retentions, amounts in excess of applicable insurance limits and claims that fall outside the coverage of our policies.

Although we believe that we currently have appropriate insurance coverage, we do not have coverage for all of the risks to which we are subject and we may not be able to obtain appropriate coverage on a cost-effective basis in the future.

Some of our policies, such as our professional liability insurance policy, provide coverage on a “claims-made” basis covering only claims actually made during the policy period then in effect. To the extent that a risk is not insured within our then-available coverage limits, insured under a low-deductible policy, indemnified against by a third party or limited by an enforceable waiver or limitation of liability, claims could be material and could materially and adversely affect our business, results of operations and financial condition.

Our authorized preferred stock and certain provisions in our amended and restated by-laws could make a third party acquisition of us difficult.

Our restated certificate of incorporation, as amended, (“restated certificate”), allows us to issue up to 10,000,000 shares of preferred stock, the rights, preferences, qualifications, limitations and restrictions of which may be fixed by the Board of Directors without any further vote or action by the stockholders. In addition, our amended and restated bylaws provide, among other things, that stockholders seeking to bring business before or to nominate candidates for election as directors at an annual meeting of stockholders must provide us with timely advance written notice of their proposal in a prescribed form. Our amended and restated bylaws also provide that stockholders desiring to call a special meeting for any purpose, must submit to us a request in writing of stockholders representing at least 50% of the combined voting power of all issued and outstanding classes of capital stock and stating the purpose of such meeting. The ability to issue preferred stock and such provisions in our bylaws might have the effect of delaying, discouraging or preventing a change in control that might otherwise be beneficial to stockholders and might materially and adversely affect the market price of our common stock.

In addition, some provisions of Delaware law, particularly the “business combination” statute in Section 203 of Delaware General Corporation Law, might also discourage, delay or prevent someone from acquiring us or merging with us. As a result of these provisions in our charter documents and Delaware law, the price investors might be willing to pay in the future for shares of our common stock might be limited.

Our restated certificate allows us to redeem or otherwise dispose shares of our common stock owned by a foreign stockholder if certain U.S. Government agencies threaten termination of any of our contracts as a result of such an ownership interest.

The United States Departments of Energy and Defense have policies regarding foreign ownership, control or influence over government contractors who have access to classified information, and might conduct an inquiry as to whether any foreign interest has beneficial ownership of 5% or more of a contractor's or subcontractor's voting securities. If either Department determines that an undue risk to the defense and security of the United States exists as a result of foreign ownership, control or influence over a government contractor (including as a result of a potential acquisition), it might, among other things, terminate the contractor's or subcontractor's existing contracts. Our restated certificate allows us to redeem or require the prompt disposition of all or any portion of the shares of our common stock owned by a foreign stockholder beneficially owning 5% or more of the outstanding shares of our common stock if either Department threatens termination of any of our contracts as a result of such an ownership interest. These provisions may have the additional effect of delaying, discouraging or preventing a change in control and might materially and adversely affect the market price of our common stock. In connection with the sale of shares of common stock to Sagard in December 2009, we agreed to render these provisions, as well as other anti-takeover measures, inapplicable to Sagard.

Item 1B: Unresolved Staff Comments

None.

Item 2: Properties

We do not own any significant real property, but we and our subsidiaries lease an aggregate of approximately 568,000 square feet of primarily office and related space at various locations throughout the United States and Europe and other countries in which we have operations. We occupy approximately 45,000 square feet in an office building in Columbia, Maryland for our corporate headquarters under a lease which expires in 2025. We also lease offices to support our operations in 25 other cities across the U.S., including Troy, Michigan and Indianapolis, Indiana, and we lease office space to support our international locations in Canada, the United Kingdom, France, Germany, the Netherlands, Denmark, Poland, Switzerland, South Africa, the United Arab Emirates, Romania, Turkey, Australia, mainland China, Hong Kong, India, Japan, Malaysia, Singapore, Thailand, the Philippines, Argentina, Brazil, Chile, Colombia, and Mexico.

We believe that our properties have been well maintained, are suitable and adequate for us to operate at present levels and the productive capacity and extent of utilization of the facilities are appropriate for our existing real estate requirements. Upon expiration of these leases, we do not anticipate any difficulty in obtaining renewals or alternative space.

Item 3: Legal Proceedings

None.

Item 4: Mine Safety Disclosures

None.

PART II

Item 5: Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock, $0.01 par value, is traded on the New York Stock Exchange. The following table presents our high and low market prices for the last two fiscal years. During the periods presented below, we have not paid any cash dividends.

	2019	
Quarter	**High**	**Low**
First	$ 17.13	$ 11.92
Second	16.03	12.03
Third	16.68	12.33
Fourth	14.47	10.94

	2018	
Quarter	**High**	**Low**
First	$ 26.80	$ 20.30
Second	23.00	17.50
Third	19.55	16.40
Fourth	18.39	11.77

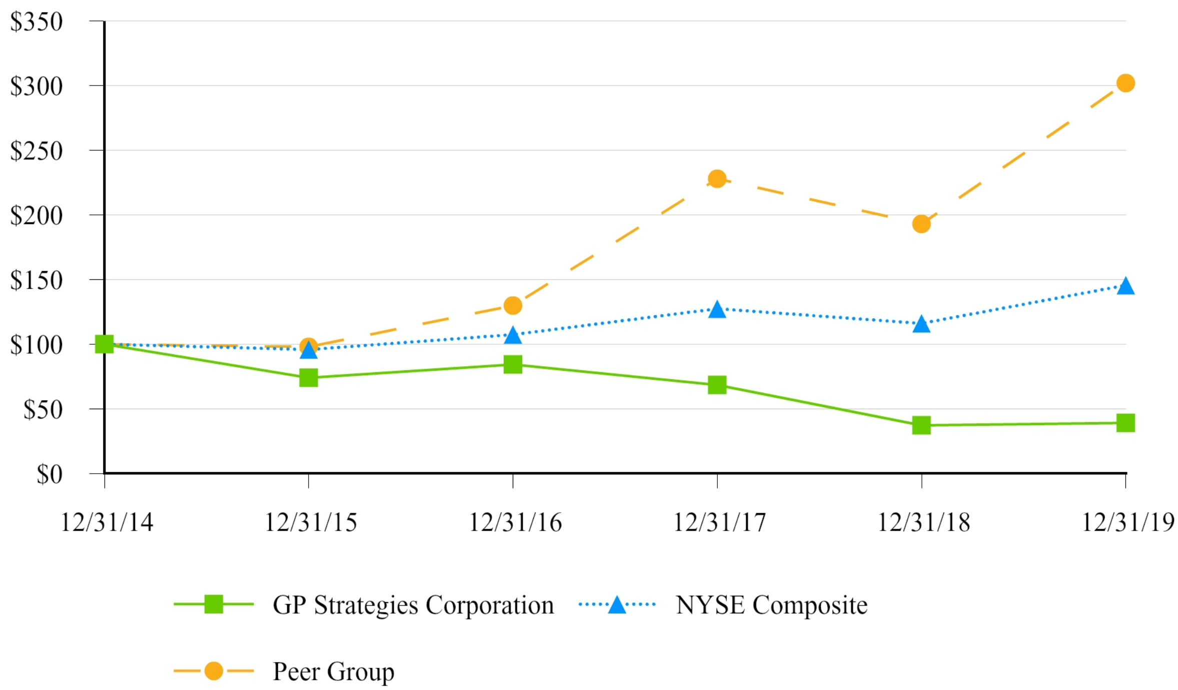
The number of shareholders of record of our common stock as of February 25, 2020 was 616. Shares of our common stock that are registered in the name of a broker or other nominee are listed as a single shareholder on our record listing, even though they are held for a number of individual shareholders. As such, our actual number of shareholders is higher than the number of shareholders of record.

We have not declared or paid any cash dividends on our common stock during the two most recent fiscal years. We do not anticipate paying cash dividends on our common stock in the foreseeable future and intend to retain future earnings to finance the growth and development of our business.

Performance Graph

The following graph assumes $100 was invested on December 31, 2014 in GP Strategies Common Stock, and compares the share price performance with the NYSE Market Index and a peer group index which consists of the companies included in Standard Industrial Classification (SIC) 8200, Educational Services. Values are as of December 31 of the specified year assuming that all dividends were reinvested.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*
Among GP Strategies Corporation, the NYSE Composite Index, and a Peer Group



*$100 invested on 12/31/14 in stock or index, including reinvestment of dividends.
Fiscal year ending December 31.

Company / Index Name	Year ended December 31, 2014	2015	2016	2017	2018	2019
GP Strategies Corp.	$ 100.00	$ 74.01	$ 84.29	$ 68.38	$ 37.16	$ 38.99
NYSE Market Index	100.00	95.91	107.36	127.46	116.06	145.66
Peer Group Index	100.00	97.97	129.88	227.91	193.08	302.06

Issuer Purchases of Equity Securities

The following table provides information about our share repurchase activity for the three months ended December 31, 2019:

	Issuer Purchases of Equity Securities					
Month	Total number of shares purchased		Average price paid per share	Total number of shares purchased as part of publicly announced program (1)		Approximate dollar value of shares that may yet be purchased under the program
October 1 - 31, 2019	—	$	—	—	$	3,755,000
November 1 - 30, 2019	3,114(2)	$	12.58	—	$	3,755,000
December 1 - 31, 2019	8,069(2)	$	13.18	—	$	3,755,000

(1) Represents shares repurchased in the open market in connection with our share repurchase program under which we may repurchase shares of our common stock from time to time in the open market subject to prevailing business and market conditions and other factors. There is no expiration date for the repurchase program.

(2) Includes shares surrendered to satisfy tax withholding obligations on restricted stock units which vested during these periods.

Item 6: Selected Financial Data

The selected financial data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 and our consolidated financial statements and the notes thereto included elsewhere in this report. Our consolidated statement of operations data for the years ended December 31, 2019, 2018, and 2017 and our consolidated balance sheet data as of December 31, 2019 and 2018 have been derived from our audited consolidated financial statements included elsewhere in this report. Our consolidated statement of operations data for the years ended December 31, 2016 and 2015 and our consolidated balance sheet data as of December 31, 2017, 2016, and 2015 have been derived from audited consolidated financial statements which are not presented in this report.

	Years ended December 31,				
Statement of Operations Data	**2019**	**2018**	**2017**	**2016**	**2015**
	(In thousands, except per share amounts)				
Revenue	$ 583,290	$ 515,160	$ 509,208	$ 490,559	$ 490,280
Gross profit	89,213	77,743	82,027	80,157	81,992
Interest expense	6,058	2,945	3,132	1,568	1,381
Income before income taxes (1)	22,369	14,763	19,689	30,034	29,623
Net income	15,189	9,836	12,891	20,247	18,789
Diluted earnings per share	0.90	0.59	0.76	1.21	1.09

(1) Includes a $12.1 million gain on the sale of our tuition program management business on October 1, 2019 which is described more fully in Note 4 to the Consolidated Financial Statements.

	December 31,				
Balance Sheet Data	**2019**	**2018**	**2017**	**2016**	**2015**
	(In thousands)				
Cash	$ 8,159	$ 13,417	$ 23,612	$ 16,346	$ 21,030
Short-term borrowings	—	—	37,696	17,694	34,084
Working capital	92,918	103,944	49,785	59,859	40,322
Total assets	448,902	434,738	365,007	315,601	302,969
Long-term debt, including current maturities	82,870	116,500	28,000	40,000	24,444
Stockholders' equity	209,914	186,569	188,054	167,496	158,344

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis provides information we believe is relevant to an assessment and understanding of our consolidated results of operations and financial condition. The discussion should be read in conjunction with the Consolidated Financial Statements and Notes thereto for the year ended December 31, 2019 which are located in Item 8 of this report.

General Overview

We are a global performance improvement solutions provider of training, digital learning solutions, management consulting and engineering services that seeks to improve the effectiveness of organizations by providing services and products that are customized to meet the specific needs of clients. Clients include Fortune 500 companies and governmental and other commercial customers in a variety of industries. We believe we are a global leader in performance improvement, with over five decades of experience in providing solutions to optimize workforce performance.

As of December 31, 2019, we operated through two reportable business segments: (i) Workforce Excellence and (ii) Business Transformation Services. We are organized into two operating segments aligned by complementary service lines and supported by a business development organization aligned by industry sector. Our two segments each consist of two global practice areas which are focused on providing similar and/or complementary products and services across our diverse customer base and within targeted markets. Within each practice are various service lines having specific areas of expertise. Marketing and communications, sales, accounting, finance, legal, human resources, information systems and other administrative services are organized at the corporate level. Business development and sales resources are aligned by industry sector to support existing customer accounts and new customer development across both segments. Further information regarding our business segments is discussed below.

Workforce Excellence. The Workforce Excellence segment advises and partners with leading organizations in designing, implementing, operating and supporting their talent management and workforce strategies, enabling them to gain greater competitive edge in their markets. This segment consists of two practices:

- **Managed Learning Services** - this practice focuses on creating value for our customers by delivering a suite of talent management and learning design, development, operational and support services that can be delivered as large scale outsourcing arrangements, managed services contracts and project-based service engagements. The Managed Learning Services offerings include strategic learning and development consulting services, digital learning content design and development solutions and a suite of managed learning operations services, including: managed facilitation and delivery, managed training administration and logistics, help desk support, event management and vendor management.
- **Engineering & Technical Services** - this practice focuses on capital intensive, inherently hazardous and/or highly complex technical services in support of both U.S. government and global commercial industries. Our products and services include design, development and delivery of technical work-based learning, CapEx (plant launch) initiatives, engineering design and construction management, fabrication, and management services, operational excellence consulting, chemical demilitarization services, homeland security services, emergency management support services along with all forms of technical documentation. We deliver world-class asset management and performance improvement consulting to a host of industries. Our proprietary EtaPRO® Performance and Condition Monitoring System provides a suite of real-time digital solutions for hundreds of facilities and is installed in power-generating units around the world. We also provide thousands of technical courses in a web-based off-the-shelf delivery format through our GPiLEARN+™ portal.

Business Transformation Services. The Business Transformation Services segment works with organizations to execute complex business strategies by linking business systems, processes and workforce performance to clear and measurable results. We have a holistic methodology to establishing direction and closing the gap between strategy and execution. Our approach equips business leaders and teams with the tools and capability to deliver high-performance results. This segment consists of two practices:

- **Sales Enablement** - this practice provides custom product sales training and service technical training, primarily to automotive manufacturers, designed to better educate customer salesforces as well as service technicians with respect to new product features and designs, in effect rapidly increasing the salesforce and technician knowledge base and enabling them to address retail customer needs. Furthermore, this segment helps our clients assess their customer relationship marketing strategy and connect with their customers on a one-to-one basis, including custom print and digital publications. We have been a custom product sales and service technical training provider and leader in serving manufacturing customers in the U.S. automotive industry for over 40 years.

- **<u>Organizational Development</u>** - this practice works with organizations to design and execute an integrated people performance system. This translates to helping organizations set strategy, carry that strategy through every level of the organization and ensure that their people have the right skills, knowledge, tools, processes and technology to enable transformation and achieve business results. Solutions include strategy, leadership, employee engagement and culture consulting, enterprise technology implementation and adoption solutions, and organization design and business performance consulting.

We discuss our business in more detail in *Item 1. Business* and the risk factors affecting our business in *Item 1A. Risk Factors*.

Business Strategy

We seek to increase shareholder value by pursuing the following strategies:

Continuously enhance our learning services offerings and capabilities. We believe the demand for learning and development services will continue to increase. In a knowledge based economy, this demand is driven by ever increasing technology, processes, products, and turnover of personnel. The rate and effectiveness of the transfer of knowledge to the workforce of our clients, their partners, and even their customers can positively impact their performance. We plan to meet this demand by continuously expanding our services and capabilities through organic growth initiatives based upon our technical expertise as well as through targeted acquisitions. Our acquisitions in recent years have added automotive industry training and platform adoption capabilities to our services offerings, strengthened our digital learning and custom training content development services in both the commercial and government sectors, and expanded our geographical reach. We believe that the breadth of our service and product offerings allows us to effectively compete for customers by offering a comprehensive solution for custom training, consulting, engineering and technical services. We will continue to focus on increasing our capabilities to drive incremental growth from new, as well as existing, clients.

Develop and maintain strong client relationships. We plan to preserve and grow our business by cross-selling our services and capabilities across and within our existing client base. We have a successful track record of increasing our share of wallet with a number of our clients, many of whom we estimate currently outsource only a fraction of their training expenditures. We believe that as our clients benefit from the efficient, cost-effective and flexible training solutions and services that we provide, many of them will find it beneficial to increase the scope of training services that they outsource to third party providers. We believe that the strength of our relationships with our existing clients, including the insight and knowledge into their operations that we have developed through these relationships, when combined with the broad range of our service and product offerings, provide us with an advantage when competing for these additional expenditures.

Leverage managed learning capabilities. We have a demonstrated ability to provide training services across a wide spectrum of learning engagements from transactional multi-week assignments focused on a single aspect of a learning process to multi-year contracts where we manage the learning infrastructure of our customer. Integrated managed learning engagements typically require us to assume responsibility for the development, delivery and administration of learning functions and are generally carried out under multi-year agreements. We intend to leverage our managed learning capabilities to expand the customers and markets we serve.

Expand global platform. We believe international markets offer growth opportunities for our services. We established over twenty new subsidiaries in select countries since 2013 to support new global outsourcing contracts.We intend to leverage our enhanced infrastructure as well as to further establish our global platform in order to deliver our comprehensive offerings to new and existing clients on a global basis. In our experience, many of our clients are seeking access to additional international markets and as such we intend to enhance our international capabilities. In order to support their business expansion we are providing employee training solutions across organizations in different countries and different languages, while maintaining quality and consistency in the overall training program. By moving into specific international markets with our existing clients, we are able to not only deepen our relationships with those clients, but are also able to develop expertise in those markets that we can leverage to additional customers. We believe that following this strategy provides us with opportunities to gain access to international markets with established client relationships in those markets.

Significant Events

Restructuring Plan

In December 2017, we announced a new organizational structure and plan to improve operating results by increasing organic growth and reducing operating costs. We also hired a chief sales officer in January 2018 to establish a structured and more centralized business development capability that will align our diverse market sector expertise with our service offerings. In connection with the reorganization, we initiated restructuring and transition activities to improve operational efficiency, reduce costs and better position the Company to drive future revenue growth. During the fourth quarter of 2017, we incurred restructuring charges of $3.3 million consisting primarily of severance costs and during the year ended December 31, 2018, we incurred restructuring charges of $2.9 million, consisting primarily of facility consolidation costs and severance expense. These restructuring activities were complete as of June 30, 2018. The total remaining liability under this restructuring plan was $0.1 million and $1.9 million as of December 31, 2019 and 2018, respectively.

In connection with the acquisition of TTi Global, Inc. in December 2018, we initiated restructuring and transition activities in the first quarter of 2019 to reduce costs and eliminate redundant positions to realize synergies with the acquired business. For the year ended December 31, 2019, we recorded $1.6 million of restructuring charges in connection with these activities. The total remaining liability under these restructuring activities was $0.2 million as of December 31, 2019. These restructuring activities associated with the TTi Global acquisition were substantially complete as of December 31, 2019.

Divestitures

Sale of Tuition Program Management Business

On October 1, 2019, we sold our tuition program management business pursuant to an Asset Purchase Agreement with Bright Horizons Children's Centers LLC (the "buyer"). The purchase price was $20.0 million which was paid on closing, other than $1.5 million which is being held in escrow to secure possible indemnification claims pursuant to the terms of an escrow agreement which expires October 1, 2020. An additional $0.1 million was paid to the buyer in January 2020 based on the final calculation of assumed liabilities as defined in the asset purchase agreement. We recognized a pre-tax gain of $12.1 million, net of $0.1 million of direct selling costs, on the sale of the business. The gain recorded represents the difference between the purchase price and the carrying value of the business, which primarily included goodwill of $7.7 million.

Sale of Alternative Fuels Division

Effective January 1, 2020, we closed the sale of our Alternative Fuels Division pursuant to an Asset Purchase Agreement with Cryogenic Industries, LLC. The purchase price is up to $6.0 million, subject to adjustment based on a final calculation of net working capital as defined in the asset purchase agreement. Of the total purchase consideration, we received an advance payment of $1.5 million on December 31, 2019 and the remaining upfront consideration of $3.5 million on January 2, 2020 based on the estimated net working capital. In addition, up to $0.5 million of the purchase price is subject to the achievement of certain milestones under an assigned contract through the period December 31, 2021. The purchase price adjustment for closing net working capital is expected to be finalized during the first quarter of 2020.

Acquisitions

Below is a summary of the acquisitions we completed during 2018 and 2017. We did not complete any acquisitions in 2019. See Note 3 to the accompanying Consolidated Financial Statements for further details, including the purchase price allocations.

2018 Acquisitions

TTi Global

On November 30, 2018, we entered into a Share Purchase Agreement with TTi Global, Inc. ("TTi Global") and its stockholders and acquired all of the outstanding shares of TTi Global. The transaction under the Share Purchase Agreement includes the acquisition of TTi Global's subsidiaries (except for its UK and Spain subsidiaries and dormant entities) and certain affiliated companies. The Company purchased TTi Global's UK and Spain subsidiaries in a separate transaction in August 2018 which is discussed further below. TTi Global is a provider of training, staffing, research and consulting solutions to industries across various sectors with automotive as a core focus. The total upfront purchase price for TTi Global was $14.2 million of cash paid upon closing on November 30, 2018, subject to reduction based on a minimum working capital requirement, as defined in the Share

Purchase Agreement. During the third quarter of 2019, the seller paid us $0.9 million in settlement of the working capital adjustment. The acquired TTi Global business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning December 1, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

TTi Europe

On August 7, 2018, we acquired the entire share capital of TTi (Europe) Limited, a subsidiary of TTi Global, Inc. (TTi Europe), a provider of training and research services primarily for the automotive industry located in the United Kingdom. The upfront purchase price was $3.0 million in cash. The acquired TTi Europe business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning August 7, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

IC Axon

On May 1, 2018, we acquired the entire share capital of IC Acquisition Corporation, a Delaware corporation, and its subsidiary, IC Axon Inc., a Canadian corporation (IC Axon). IC Axon develops science-driven custom learning solutions for pharmaceutical and life science customers. The upfront purchase price was $30.5 million in cash. In addition, the purchase agreement requires up to an additional $3.5 million of consideration, contingent upon the achievement of an earnings target during a twelve-month period subsequent to the closing of the acquisition. No contingent consideration was payable as the earnings target was not achieved. The acquired IC Axon business is included in the Workforce Excellence segment and the results of its operations have been included in the consolidated financial statements beginning May 1, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

Hula Partners

On January 2, 2018, we acquired the business and certain assets of Hula Partners, a provider of SAP Success Factors Human Capital Management (HCM) implementation services. The purchase price was $10.0 million which was paid in cash at closing. The acquired Hula Partners business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning January 2, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

2017 Acquisitions

YouTrain

On August 31, 2017, we acquired the entire share capital of YouTrain Limited ("YouTrain"), an independent training company delivering IT, digital and life sciences skills training in Scotland and North West England. The upfront purchase price was $4.9 million which was paid in cash at closing and a completion accounts payment of $0.2 million which was paid to the sellers during the fourth quarter of 2017. The acquired YouTrain business is included in the Workforce Excellence segment and the results of its operations have been included in the consolidated financial statements beginning September 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The acquired YouTrain business is included in our acquiring United Kingdom subsidiary and its functional currency is the British Pound Sterling.

CLS Performance Solutions Limited

On August 31, 2017, we acquired the business and certain assets of CLS Performance Solutions Limited ("CLS"), an independent provider of Enterprise Resource Planning (ERP) end user adoption and training services in the United Kingdom. The upfront purchase price was $0.4 million which was paid in cash at closing. In addition, the purchase agreement required up to an additional $2.2 million of consideration contingent upon the achievement of certain earnings targets during the twelve-month period following the completion of the acquisition. No contingent consideration was paid as the earnings targets were not achieved. The acquired CLS business is included in the Business Transformation Services segment, and the results of its operations have been included in the consolidated financial statements beginning September 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The acquired CLS business is included in our acquiring United Kingdom subsidiary and its functional currency is the British Pound Sterling.

Emantras

Effective April 1, 2017, we acquired the business and certain assets of Emantras, a digital education company that provides engaging learning experiences and effective knowledge delivery through award-winning digital and mobile solutions with offices in Fremont, California and Chennai, India. This acquisition strengthens our eLearning development capabilities, allowing us to better serve our customer base with the latest digital learning solutions. The upfront purchase price was $3.2 million in cash. In addition, the purchase agreement required up to an additional $0.3 million of consideration, contingent upon the achievement of an earnings target during the twelve-month period following completion of the acquisition, plus a percentage of any earnings in excess of the specified earnings target. No contingent consideration was paid as the earnings target was not achieved. The acquired Emantras business is included in the Workforce Excellence segment, and the results of its operations have been included in the consolidated financial statements beginning April 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The India-based operations of the acquired Emantras business is included in our India subsidiary and its functional currency is the Indian Rupee.

McKinney Rogers

On February 1, 2017, we acquired the business and certain assets of McKinney Rogers, a provider of strategic consulting services with offices in New York and London. This acquisition expands our solutions offerings, giving us the ability to leverage McKinney Rogers' intellectual property and consulting methodologies to help our global client base meet strategic business goals. The upfront purchase price was $3.3 million in cash. In addition, the purchase agreement required up to an additional $18.0 million of consideration, $6.0 million of which was contingent upon the achievement of certain earnings targets during the five-month period ended April 30, 2017 and $12.0 million of which is contingent upon the achievement of certain earnings targets during the three twelve-month periods following completion of the acquisition. In July 2017, we paid the seller $1.0 million in respect of the contingent consideration for the five-month period ended April 30, 2017. No contingent consideration was paid with respect to the two twelve-month periods following the acquisition as the earnings targets for those periods were not achieved. In July 2019, we entered into an amendment to the asset purchase agreement that implemented certain changes, including the elimination of the third year earnout for the period ended January 31, 2020. The acquired McKinney Rogers business is included in the Business Transformation Services segment, and the results of its operations have been included in the consolidated financial statements beginning February 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations.

Share Repurchase Program

We have a share repurchase program under which we may repurchase shares of our common stock from time to time in the open market, subject to prevailing business and market conditions and other factors. During the year ended December 31, 2019 we did not repurchase shares and during the years ended December 31, 2018 and 2017, we repurchased approximately 354,000 and 182,000 shares, respectively, of our common stock in the open market for a total cost of approximately $8.0 million and $4.3 million, respectively. As of December 31, 2019, there was approximately $3.8 million available for future repurchases under the buyback program. There is no expiration date for the repurchase program.

Results of Operations

Operating Highlights

Year ended December 31, 2019 compared to the year ended December 31, 2018

During the year ended December 31, 2019, our revenue increased $68.1 million, or 13.2%, to $583.3 million compared to $515.2 million for the year ended December 31, 2018. The revenue increase was comprised of a $13.0 million increase in our Workforce Excellence segment and a $55.1 million increase in our Business Transformation Services segment. Foreign currency exchange rate changes resulted in a total $7.5 million decrease in U.S. dollar reported revenue during 2019. The changes in revenue and gross profit are discussed in further detail below by segment.

Operating income, the components of which are discussed in detail below, increased $8.4 million or 42.9% during the year ended December 31, 2019. The increase in operating income is largely due to a $12.1 million pre-tax gain on the sale of our tuition program management business in October 2019. In addition, we had a $11.5 million increase in gross profit and a $1.3 million decrease in restructuring charges during 2019 compared to 2018. These increases in operating income were partially offset by a $9.6 million increase in general and administrative expenses, a $3.1 million increase in sales and marketing expense, and a $3.8 million decrease in the gain on change in fair value of contingent consideration during 2019 compared to 2018.

For the year ended December 31, 2019, we had income before income taxes of $22.4 million compared to $14.8 million for the year ended December 31, 2018. Net income was $15.2 million, or $0.90 per diluted share, for the year ended December 31, 2019 compared to $9.8 million, or $0.59 per diluted share, for 2018. Diluted weighted average shares outstanding were $16.9 million for the year ended December 31, 2019 compared to $16.7 million for the year ended December 31, 2018.

Revenue

	Years ended December 31,	
	2019	2018
	(Dollars in thousands)	
Workforce Excellence	$ 329,795	$ 316,814
Business Transformation Services	253,495	198,346
	$ 583,290	$ 515,160

Workforce Excellence revenue increased $13.0 million or 4.1% during the year ended December 31, 2019 compared to 2018. The increase in revenue is comprised of the following:

- a $16.6 million net increase in revenue in our Managed Learning Services practice primarily due to the following:
    - a $5.1 million increase in revenue from the IC Axon business acquired on May 1, 2018;
    - a $10.2 million net increase in revenue for managed learning and training content development services primarily due to new training outsourcing contracts; and
    - a $1.3 million increase in vocational skills training services provided to the UK government.
- a $1.9 million net increase in revenue in our Engineering & Technical Services practice primarily due to an increase in chemical demilitarization training services for the U.S. government and an increase in disaster relief services, partially offset by a net decrease in engineering and technical training services.

These increases were offset by a $5.5 million net decrease in revenue due to changes in foreign currency exchange rates.

Business Transformation Services revenue increased $55.1 million or 27.8% during the year ended December 31, 2019 compared to 2018. The net increase in revenue is comprised of the following:

- a $57.7 million net increase in our Sales Enablement practice primarily due to the following:
    - a $49.1 million increase due to incremental revenue contributed by the TTi Global and TTi Europe acquisitions completed on December 1, 2018 and August 7, 2018, respectively; and

- a $8.6 million net increase in automotive sales training services largely due to new vehicle launch events and other new projects for automotive clients.

◦ a $0.6 million net decrease in revenue in our Organizational Development practice primarily due to a decline in human capital management system implementation services, partially offset by an increase in strategic consulting services.

These revenue increases were offset by a $2.0 million net decrease in revenue due to changes in foreign currency exchange rates.

Gross profit

	Years ended December 31,					
	2019			2018		
			% Revenue			% Revenue
	(Dollars in thousands)					
Workforce Excellence	$	55,855	16.9%	$	50,875	16.1%
Business Transformation Services		33,358	13.2%		26,868	13.5%
	$	89,213	15.3%	$	77,743	15.1%

Workforce Excellence gross profit of $55.9 million, or 16.9%, of revenue for the year ended December 31, 2019 increased by $5.0 million, or 9.8%, compared to gross profit of $50.9 million or 16.1% of revenue for the year ended December 31, 2018. The net increase in gross profit is primarily due to the following:

- a $4.3 million net increase in gross profit in our Managed Learning Services practice primarily due to the revenue increases noted above, partially offset by a decline in gross profit for our vocational skills training services provided to the UK government due to a change in the funding model; and
- a $1.6 million net increase in gross profit in our Engineering & Technical Services practice primarily due to the revenue increases noted above, as well as improved profitability in our alternative fuels business; partially offset by
- a $0.9 million net decrease in gross profit due to changes in foreign currency exchange rates.

Business Transformation Services gross profit of $33.4 million, or 13.2%, of revenue for the year ended December 31, 2019 increased by $6.5 million, or 24.2%, when compared to gross profit of $26.9 million, or 13.5%, of revenue for the year ended December 31, 2018. The increase is primarily due to $4.6 million of gross profit contributed by the acquired TTi business, a $0.6 million increase in gross profit in our Sales Enablement practice, and a $1.3 million increase in gross profit in our Organizational Development practice.

General and administrative expenses

General and administrative expenses increased $9.6 million or 17.6% from $54.8 million for the year ended December 31, 2018 to $64.5 million for the year ended December 31, 2019. The increase in general and administrative expenses is primarily due to a $4.5 million increase in G&A expense associated with the acquired TTi businesses and a $2.0 million increase due to internal labor costs that were capitalized in connection with our financial system implementation in 2018 but that are included in G&A expense in 2019. In addition, there was a $2.8 million increase in bad debt expense primarily due to an additional reserve of $2.2 million recognized in the fourth quarter of 2019 resulting from a settlement agreement relating to outstanding accounts receivable on a contract that was previously terminated by a foreign oil and gas client in 2017. There was also a $0.3 million net increase in miscellaneous other G&A expenses largely due to an increase in external accounting and tax consulting fees.

Sales and marketing expenses

Sales and marketing expenses increased $3.1 million or 64.1% from $4.8 million for the year ended December 31, 2018 to $7.9 million for the year ended December 31, 2019. The increase in sales and marketing expenses is primarily due to labor and benefits expense relating to the hiring of additional business development personnel as well as marketing personnel, some of which represents new investments and some of which results from centralizing marketing resources that were previously recorded in cost of revenue.

Restructuring charges

Restructuring expense were $1.6 million and $2.9 million for the years ended December 31, 2019 and 2018, respectively. In connection with the acquisition of TTi Global, Inc. in December 2018, we initiated restructuring and transition activities in the first quarter of 2019 to reduce costs and eliminate redundant positions to realize synergies with the acquired business. We recognized restructuring charges of $1.6 million during the year ended December 31, 2019 relating to these restructuring activities. During the year ended December 31, 2018, we recognized $2.9 million of restructuring charges in connection with the reorganization that was initiated in December 2017.

Gain on change in fair value of contingent consideration, net

During the years ended December 31, 2019 and 2018, we recognized a net gain of $0.7 million and $4.4 million, respectively, on the change in fair value of contingent consideration related to acquisitions. The gains are due to lower earnings for the acquired businesses compared to our original forecasts, resulting in a reversal of the contingent consideration liabilities. See Note 3 to the Consolidated Financial Statements for a detailed discussion of the accounting for the changes in fair value of contingent consideration during the year ended December 31, 2019.

Interest expense

Interest expense increased $3.1 million to $6.1 million for the year ended December 31, 2019 compared to $2.9 million for the year ended December 31, 2018. The net increase is due to a $2.0 million increase in interest expense due to both an increase in interest rates and higher borrowings under the Credit Agreement, as well as a $1.1 million non-recurring reversal of an interest accrual during the second quarter of 2018 related to an unremitted value-added tax associated with prior year client billings which was favorably settled during the second quarter of 2018.

Other income (expense)

Other income was $0.4 million compared to other expense of $1.9 million for the years ended December 31, 2019 and 2018, respectively. The increase in other income was primarily due to a $1.6 million decrease in foreign currency losses primarily related to the effect of exchange rates on intercompany receivables and payables and third party receivables and payables that are denominated in currencies other than the functional currency of our legal entities. There was also a net $0.8 million improvement in other income due to a $0.5 million gain in the third quarter of 2019 related to a divested business for which a $0.3 million loss on disposal was included in other expense during the third quarter of 2018. In addition, there was a $0.4 million increase in miscellaneous other income. Partially offsetting these improvements was a $0.4 million loss on a litigation settlement, including legal costs, during the fourth quarter of 2019, which is included in other income (expense).

Gain on sale of business

On October 1, 2019, we sold our tuition program management business pursuant to an Asset Purchase Agreement with Bright Horizons Children's Centers LLC (the "buyer"). The purchase price was $20.0 million which was paid on closing, other than $1.5 million which is being held in escrow to secure possible indemnification claims pursuant to the terms of an escrow agreement which expires October 1, 2020. An additional $0.1 million was paid to the buyer in January 2020 based on the final calculation of assumed liabilities as defined in the asset purchase agreement. We recognized a pre-tax gain of $12.1 million, net of $0.1 million of direct selling costs, on the sale of the business. The gain recorded represents the difference between the purchase price and the carrying value of the business, which primarily included goodwill of $7.7 million.

Income taxes

Income tax expense was $7.2 million for the year ended December 31, 2019 compared to $4.9 million for the year ended December 31, 2018. Our effective income tax rate was 32.1% and 33.4% for the years ended December 31, 2019 and 2018, respectively. The decrease in the effective income tax rate in 2019 compared to 2018 is primarily due to a change in the mix of income from higher to lower taxing jurisdictions. See Note 10 to the accompanying Consolidated Financial Statements for further information regarding income taxes.

Results of Operations for Fiscal 2018 compared to 2017

For a comparison of our results of operations for the years ended December 31, 2018 and 2017, see "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our annual report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on April 1, 2019.

Liquidity and Capital Resources

Working Capital

For the year ended December 31, 2019, our working capital decreased $11.0 million from $103.9 million at December 31, 2018 to $92.9 million at December 31, 2019. We believe that cash generated from operations and borrowings available under our Credit Agreement ($25.8 million of available borrowings as of December 31, 2019 based on our consolidated leverage ratio) will be sufficient to fund our working capital and other requirements for at least the next twelve months.

As of December 31, 2019, the amount of cash held outside of the U.S. by foreign subsidiaries was $7.6 million. The Tax Cuts and Jobs Act of 2017 includes a mandatory one-time tax on accumulated earnings of foreign subsidiaries, and as a result, all previously unremitted earnings for which no U.S. deferred tax liability had been accrued have now been subject to U.S. tax. Notwithstanding the U.S. taxation of these amounts, we intend to continue to invest these earnings, as well as our capital in these subsidiaries, indefinitely outside of the U.S. and do not expect to incur any significant, additional taxes related to such amounts.

Share Repurchase Program

We have a share repurchase program under which we may repurchase shares of our common stock from time to time in the open market, subject to prevailing business and market conditions and other factors. Repurchases are made at management's discretion in accordance with applicable federal securities law. The amount and timing of share repurchases depend on a variety of factors, including market conditions and prevailing stock prices. The share repurchase authorization does not obligate us to acquire any specific number of shares in any period, and may be modified, suspended or discontinued at any time at the discretion of our Board of Directors. During the year ended December 31, 2019, we did not repurchase shares of our common stock in the open market. During the years ended 2018 and 2017, we repurchased approximately 354,000 and 182,000 shares, respectively, of our common stock in the open market for a total cost of approximately $8.0 million and $4.3 million respectively. As of December 31, 2019, there was approximately $3.8 million available for future repurchases under the current buyback program. There is no expiration date for the repurchase program.

Acquisition-Related Payments

As of December 31, 2019, we didn't have any remaining contingent consideration liabilities outstanding in connection with previously completed acquisitions.

Proceeds from Divestitures

In connection with the sale of our tuition program management business which is discussed further in Note 4 to the Consolidated Financial Statements, we received cash proceeds of $18.7 million in October 2019. In addition, $1.5 million of the purchase price is being held in escrow to secure possible indemnification claims pursuant to the terms of an escrow agreement which expires October 1, 2020.

In connection with the sale of our Alternative Fuels Division effective January 1, 2020, we received upfront cash proceeds of $1.5 million on December 31, 2019 and $3.5 million of cash proceeds on January 2, 2020. In addition, up to $0.5 million of the purchase price is subject to the achievement of certain milestones under an assigned contract through the period December 31, 2021. The purchase price is also subject to adjustment for closing net working capital which is expected to be finalized during the first quarter of 2020.

Significant Customers & Concentration of Credit Risk

We have a market concentration of revenue in both the automotive sector and the financial services & insurance sector. Revenue from the automotive industry accounted for approximately 28%, 23% and 22% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single automotive customer, which accounted for approximately 13%, 14% and 13% of our consolidated revenue for the years ended December 31, 2019 , 2018 and 2017, respectively. As of December 31, 2019, accounts receivable from a single automotive customer totaled $17.2 million, or 13% of our consolidated accounts receivable balance.

Revenue from the financial services & insurance industry accounted for approximately 16%, 19% and 20% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single financial services customer, which accounted for approximately 10%, 13% and 14% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, billed and unbilled accounts receivable from a single financial services customer totaled $15.4 million, or 8%, of our consolidated accounts receivable and unbilled revenue balances. No other single customer accounted for more than 10% of our consolidated revenue in 2019 or consolidated accounts receivable balance as of December 31, 2019.

Cash Flows

Year ended December 31, 2019 compared to the year ended December 31, 2018

Our cash balance decreased $5.3 million from $13.4 million as of December 31, 2018 to $8.2 million as of December 31, 2019. The decrease in cash during the year ended December 31, 2019 resulted from cash provided by operating activities of $13.4 million, cash provided by investing activities of $16.0 million, cash used in financing activities of $32.3 million and a $2.3 million negative effect due to exchange rate changes on cash.

Cash provided by operating activities was $13.4 million for the year ended December 31, 2019 compared to $11.2 million in 2018. The increase in cash provided by operating activities is primarily due to an increase in net income and non-cash add backs to net income and favorable changes in working capital accounts during 2019 compared to 2018.

Cash provided by investing activities was $16.0 million for the year ended December 31, 2019 compared to cash used in investing activities of $61.8 million in 2018. The increase in cash from investing activities is due to $20.0 million of cash proceeds from divestitures in 2019 compared to $55.3 million of cash used to complete acquisitions in 2018. In addition, there was $0.9 million decrease in capitalized software development costs in 2019 compared to 2018.

Cash used in financing activities was $32.3 million for the year ended December 31, 2019 compared to cash provided by financing activities of $40.0 million in 2018. The decrease in cash from financing activities is primarily due to $33.6 million of net repayments of borrowings under our Credit Agreement in 2019 compared to $50.9 million of net borrowings on our line of credit during 2018 to fund acquisitions. In addition, there was a $8.5 million decrease in cash used for open market share repurchases in 2019 compared to 2018 and a $3.2 million change in negative cash book balances during 2019 compared to 2018.

Cash Flow Comparison for Fiscal 2018 compared to 2017

For a comparison of our cash flows for the years ended December 31, 2018 and 2017, see "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our annual report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on April 1, 2019.

Debt

On November 30, 2018, we entered into a Credit Agreement with PNC Bank, National Association, as administrative agent for a syndicate of lenders (the "Credit Agreement"), replacing the prior credit agreement with Wells Fargo dated December 21, 2016, as amended on April 28, 2018 and June 29, 2018 (the "Original Credit Agreement"). The Credit Agreement provides for a revolving credit facility, which expires on November 29, 2023, and consists of: a revolving loan facility with a borrowing limit of $200 million, including a $20 million sublimit for foreign borrowings; an accordion feature allowing the Company to request increases in commitments to the credit facility by up to an additional $100 million; a $20 million letter of credit sublimit; and a swingline loan credit sublimit of $20 million. The obligations under the Credit Agreement are guaranteed by certain of the Company's subsidiaries (the "Guarantors"). As collateral security under the Credit Agreement and the guarantees thereof, the Company and the Guarantors have granted to the administrative agent, for the benefit of the lenders, a lien on, and first priority security interest in substantially all of their tangible and intangible assets. The proceeds of the Credit Agreement were used, in part, to repay in full all outstanding borrowings under the Original Credit Agreement, and additional proceeds of the revolving credit facility are expected to be used for working capital and other general corporate purposes of the Company and its subsidiaries, including the issuance of letters of credit and Permitted Acquisitions, as defined.

Borrowings under the Credit Agreement may be in the form of Base Rate loans or Euro-Rate loans, at the option of the borrowers, and bear interest at the Base Rate plus 0.25% to 1.25% or the Daily LIBOR Rate plus 1.25% to 2.25% respectively. Base Rate loans will bear interest at a fluctuating per annum Base Rate equal to the highest of (i) the Overnight Bank Funding Rate, plus 0.5%, (ii) the Pime Rate, and (iii) the Daily LIBOR Rate, plus 100 basis points (1.0%); plus an Applicable Margin. Determination of the Applicable Margin is based on a pricing grid that is generally dependent upon the Company's Leverage Ratio (as defined) as of the end of the fiscal quarter for which consolidated financial statements have been most recently delivered. We may prepay the revolving loan, in whole or in part, at any time without premium or penalty, subject to certain conditions.

The Credit Agreement contains customary representations, warranties and affirmative covenants. The Credit Agreement also contains customary negative covenants, subject to negotiated exceptions, including but not limited to: (i) liens, (ii) investments, (iii) indebtedness, (iv) significant corporate changes, including mergers and acquisitions, (v) dispositions, (vi) restricted payments, including stock dividends, and (vii) certain other restrictive agreements. On June 28, 2019, we entered into an amendment to the Credit Agreement that requires the company to maintain compliance with a maximum leverage ratio of 3.75 to 1.0 for the fiscal quarter ended June 30, 2019, 3.5 to 1.0 for the fiscal quarter ending September 30, 2019 and 3.0 to 1.0 for the fiscal quarters ended December 31, 2019 and thereafter, and a minimum interest expense coverage ratio of 3.0 to 1.0. The leverage ratio is computed by dividing our Funded Debt by our Consolidated EBITDA, as those terms are defined in the Credit Agreement, for the trailing four fiscal quarters, and the interest coverage ratio is computed by dividing our Consolidated EBITDA by our Consolidated Interest Expense for the trailing four fiscal quarters. As of December 31, 2019, our leverage ratio was 2.3 to 1.0 and our interest expense ratio was 6.1 to 1.0, each of which was in compliance with the Credit Agreement.

As of December 31, 2019, we had $82.9 million of borrowings outstanding and $25.8 million of available borrowings under the revolving credit facility based on our consolidated leverage ratio. For the years ended December 31, 2019 and 2018, the weighted average interest rate on our borrowings was 4.5% and 4.0%, respectively. There were $1.2 million of unamortized debt issue costs related to the Credit Agreement as of December 31, 2019 which are being amortized to interest expense over the term of the Credit Agreement and are included in Other assets on our consolidated balance sheet.

Contractual Payment Obligations

We enter into various agreements that result in contractual obligations in connection with our business activities. These obligations primarily relate to debt and interest payments under our Credit Agreement, operating leases and purchase commitments under non-cancelable contracts for certain products and services. The following table summarizes our total contractual payment obligations as of December 31, 2019 (in thousands):

	Payments due in				
	2020	**2021-2022**	**2023-2024**	**After 2024**	**Total**
Operating lease commitments	8,411	11,703	8,268	6,060	34,442
Purchase commitments (1)	8,175	9,252	1,878	—	19,305
Total	$ 16,586	$ 20,955	$ 10,146	$ 6,060	$ 53,747

(1) Excludes purchase orders for goods and services entered into by us in the ordinary course of business, which are non-binding and subject to amendment or termination within a reasonable notification period.

Off-Balance Sheet Commitments

As of December 31, 2019, we had outstanding letters of credit totaling approximately $0.1 million, which expire in 2022. In addition, as of December 31, 2019, we had three outstanding performance bonds totaling $12.4 million primarily for contracts in our alternative fuels business. We do not have any off-balance sheet financing except for short-term operating leases and letters of credit entered into in the normal course of business.

Management Discussion of Critical Accounting Policies

The preparation of our consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Our estimates, judgments and assumptions are continually evaluated based on available information and experience. Because of the use of estimates inherent in the financial reporting process, actual results could differ from those estimates.

Certain of our accounting policies require higher degrees of judgment than others in their application. These include revenue recognition, impairment of intangible assets, including goodwill, valuation of contingent consideration for business acquisitions, and income taxes, which are summarized below. In addition, Note 1 to the accompanying Consolidated Financial Statements includes further discussion of our significant accounting policies.

Revenue Recognition

We account for revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers* (ASC Topic 606), which we adopted on January 1, 2018, using the modified retrospective method. Revenue is measured based on the consideration specified in a contract with a customer. Most of our contracts with customers contain transaction prices with fixed consideration, however, some contracts may contain variable consideration in the form of discounts, rebates, refunds, credits, price concessions, incentives, performance bonuses, penalties and other similar items. When a contract includes variable consideration, we evaluate the estimate of variable consideration to determine whether the estimate needs to be constrained; therefore, we include the variable consideration in the transaction price only to the extent that it is probable that a significant reversal of the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We recognize revenue when we satisfy a performance obligation by transferring control over a product or service to a customer. This can result in recognition of revenue over time as we perform services or at a point in time when the deliverable is transferred to the customer, depending on an evaluation of the criteria for over time recognition in ASC Topic 606. Further details regarding our revenue recognition for various revenue streams are discussed below.

Nature of goods and services

Over 90% of our revenue is derived from services provided to our customers for training, consulting, technical, engineering and other services. Less than 10% of our revenue is derived from various other offerings including custom magazine publications and assembly of glovebox portfolios for automotive manufacturers, licenses of software and other intellectual property, and software as a service (SaaS) arrangements.

Our primary contract vehicles are time-and-materials, fixed price (including fixed-fee per transaction) and cost-reimbursable contracts. Each contract has different terms based on the scope, deliverables and complexity of the engagement, requiring us to make judgments and estimates about recognizing revenue.

Under time-and-materials and cost-reimbursable contracts, the contractual billing schedules are based on the specified level of resources we are obligated to provide. Revenue under these contract types are recognized over time as services are performed as the client simultaneously receives and consumes the benefits provided by our performance throughout the engagement. The time and materials incurred for the period is the measure of performance and, therefore, revenue is recognized in that amount.

For fixed price contracts which typically involve a discrete project, such as development of training content and materials, design of training processes, software implementation, or engineering projects, the contractual billing schedules are not necessarily based on the specified level of resources we are obligated to provide. These discrete projects generally do not contain milestones or other measures of performance. The majority of our fixed price contracts meet the criteria in ASC Topic 606 for over time revenue recognition. For these contracts, revenue is recognized using a percentage-of-completion method based on the relationship of costs incurred to total estimated costs expected to be incurred over the term of the contract. We believe this methodology is a reasonable measure of proportional performance since performance primarily involves personnel costs and services provided to the customer throughout the course of the projects through regular communications of progress toward completion and other project deliverables. In addition, the customer is required to pay us for the proportionate amount of our fees in the event of contract termination. A small portion of our fixed price contracts do not meet the criteria in ASC Topic 606 for over time revenue recognition. For these projects, we defer revenue recognition until the performance obligation is satisfied, which is generally when the final deliverable is provided to the client. The direct costs related to these projects are capitalized and then recognized as cost of revenue when the performance obligation is satisfied.

For fixed price contracts, when total direct cost estimates exceed revenues, the estimated losses are recognized immediately. The use of the percentage-of-completion method requires significant judgment relative to estimating total contract costs, including assumptions relative to the length of time to complete the project, the nature and complexity of the work to be performed, and anticipated changes in estimated salaries and other costs. Estimates of total contract costs are continuously monitored during the term of the contract, and recorded revenues and costs are subject to revision as the contract progresses. When revisions in estimated contract revenues and costs are determined, such adjustments are recorded in the period in which they are first identified. Adjustments to our fixed price contracts in the aggregate resulted in a net increase (decrease) to revenue of $1.8 million, $1.5 million, and $(0.8) million for the years ended December 31, 2019, 2018 and 2017, respectively.

For certain fixed-fee per transaction contracts, such as delivering training courses or conducting workshops, revenue is recognized during the period in which services are delivered in accordance with the pricing outlined in the contracts.

For certain fixed-fee per transaction and fixed price contracts in which the output of the arrangement is measurable, such as for the shipping of publications and print materials, revenue is recognized at the point in time at which control is transferred which is upon delivery.

Taxes assessed by a government authority that are both imposed on and concurrent with a specific revenue-producing transaction, that we collect from a customer, are excluded from revenue.

Contract Related Assets and Liabilities

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled revenue (contract assets), and deferred revenue (contract liabilities) on the consolidated balance sheet. Amounts charged to our clients become billable according to the contract terms, which usually consider the passage of time, achievement of milestones or completion of the project. When billings occur after the work has been performed, such unbilled amounts will generally be billed and collected within 60 to 120 days but typically no longer than over the next twelve months. When we advance bill clients prior to the work being performed, generally, such amounts will be earned and recognized in revenue within the next twelve months. These assets and liabilities are reported on the consolidated balance sheet on a contract-by-contract basis at the end of each reporting period. Changes in the contract asset and liability balances during the year ended December 31, 2019 were not materially impacted by any other factors, except for a significant decrease in unbilled revenue as of December 31, 2019 compared to 2018 due to a delay in billings at the end of 2018 in connection with the implementation of a new ERP system in the fourth quarter of 2018.

Impairment of Intangible Assets, Including Goodwill

We review goodwill for impairment annually as of October 1st and whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. We test goodwill at the reporting unit level. A reporting unit is an operating segment, or one level below an operating segment, as defined by U.S. GAAP. We have four reporting units for purposes of goodwill impairment testing, which represent our four practices which are one level below our operating segments.

Our goodwill balances as of December 31, 2019 for each reporting unit were as follows (in thousands):

Reporting Unit		
Managed Learning Services	$	75,209
Engineering & Technical Services		42,804
Sales Enablement		7,516
Organizational Development		46,034
	$	171,563

ASC 350 permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative goodwill impairment test. Under ASC 350, an entity is not required to perform a quantitative goodwill impairment test for a reporting unit if it is more likely than not that its fair value is greater than its carrying amount. For our annual goodwill impairment tests as of October 1, 2019 and 2018, we performed a quantitative goodwill impairment test and concluded that the fair values of each of our reporting units exceeded their respective carrying values. Each of the reporting units had a significant excess fair value over its respective carrying value, with the exception of the Organizational Development reporting unit which had a fair value that exceeded its carrying value by 11% as of the October 1, 2019 testing date. The Organizational Development reporting unit has a significant amount of goodwill attributable to previously completed acquisitions. If it continues to experience declines, fails to meet its financial projections, or if other adverse market conditions occur which would lower the fair value of the business, we could incur material goodwill and other intangible asset impairment charges in the future.

In the quantitative impairment test, we compare the fair value of each reporting unit to its carrying value. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that unit, goodwill is not impaired and we are not required to perform further testing. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then we record an impairment loss equal to the difference, however, the loss recognized would not exceed the total amount of goodwill allocated to the reporting unit.

We determine the fair value of our reporting units using both an income approach and a market approach, and weigh both approaches to determine the fair value of each reporting unit. Under the income approach, we perform a discounted cash flow analysis which incorporates management's cash flow projections over a five-year period and a terminal value is calculated by applying a capitalization rate to terminal year projections based on an estimated long-term growth rate. The five-year projected cash flows and calculated terminal value are discounted using a weighted average cost of capital ("WACC") which takes into account the costs of debt and equity. The cost of equity is based on the risk-free interest rate, equity risk premium, industry and size equity premiums and any additional market equity risk premiums as deemed appropriate for each reporting unit. To arrive at a fair value for each reporting unit, the terminal value is discounted by the WACC and added to the present value of the estimated cash flows over the discrete five-year period. There are a number of other variables which impact the projected cash flows, such as expected revenue growth and profitability levels, working capital requirements, capital expenditures and related depreciation and amortization. Under the market approach, we perform a comparable public company analysis and apply revenue and earnings multiples from the identified set of companies to the reporting unit's actual and forecasted financial performance to determine the fair value of each reporting unit. We evaluate the reasonableness of the fair value calculations of our reporting units by reconciling the total of the fair values of all of our reporting units to our total market capitalization, and adjusting for an appropriate control premium. In addition, we make certain judgments in allocating shared assets and liabilities to determine the carrying values for each of our reporting units.

Determining the fair value of a reporting unit is judgmental in nature and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, future economic and market conditions and determination of appropriate market comparables. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from those estimates. In addition, we make certain judgments and assumptions in allocating shared assets and liabilities to determine the carrying values for each of our reporting units. The timing and frequency of our goodwill impairment tests are based on an ongoing assessment of events and circumstances that would indicate a possible impairment. We will continue to monitor our goodwill and intangible assets for impairment and conduct formal tests when impairment indicators are present.

Valuation of Contingent Consideration for Business Acquisitions

Acquisitions may include contingent consideration payments based on future financial measures of an acquired company. Contingent consideration is required to be recognized at fair value as of the acquisition date. We estimate the fair value of these liabilities using an appropriate valuation methodology, typically either an income-based approach or a simulation model, such as the Monte Carlo model, depending on the structure of the contingent consideration arrangement. We believe our estimates and assumptions are reasonable; however, there is significant judgment involved. At each reporting date, the contingent consideration obligation are revalued to estimated fair value and changes in fair value subsequent to the acquisition are reflected in income or expense in the consolidated statements of operations, and could cause a material impact to our operating results. Changes in the fair value of contingent consideration obligations may result from changes in discount periods and rates and changes in the timing and amount of revenue and/or earnings projections.

Income Taxes

We account for income taxes using the asset and liability method. Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The measurement of deferred taxes often involves an exercise of judgment related to the computation and realization of tax basis. Our deferred tax assets and liabilities reflect our assessment that tax positions taken, and the resulting tax basis, are more likely than not to be sustained if they are audited by taxing authorities. We establish accruals for uncertain tax positions taken or expected to be taken in a tax return when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained upon examination by tax authorities that have full knowledge of all relevant information. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. A number of years may elapse before a particular matter, for which we have or have not established an accrual, is audited and finally resolved. Favorable or unfavorable adjustment of the accrual for any particular issue would be recognized as an increase or decrease to our income tax expense in the period of a change in facts and circumstances.

In assessing the realizability of our deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets may not be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future income during the periods in which temporary differences are deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based upon these factors, we believe it is more likely than not that we will realize the benefits of our deferred tax assets, net of the valuation allowance. The valuation allowance primarily relates to both foreign and domestic net operating loss carryforwards for which we do not believe the benefits may be realized.

The above matters, and others, involve the exercise of significant judgment. Any changes in our practices or judgments involved in the measurement of deferred tax assets and liabilities could materially impact our financial condition or results of operations.

Accounting Standards Issued and Adopted

We discuss recently issued and adopted accounting standards in Note 1 to the accompanying Consolidated Financial Statements.

Item 7A: Quantitative and Qualitative Disclosures about Market Risk

Our primary exposure to market risk relates to changes in interest rates and foreign currency exchange rates.

Interest Rate Risk

We are exposed to interest rate risk related to our outstanding debt obligations. On November 30, 2018, we entered into a new credit agreement with a bank which provides for a five-year secured revolving loan facility in an aggregate principal amount of up to $200.0 million. As of December 31, 2019, we had $82.9 million outstanding under the credit facility. We may draw funds from our revolving credit facility under interest rates based on either the Federal Funds Rate or the Adjusted London Interbank Offered Rate (“LIBOR rate”). If these rates increase significantly, our costs to borrow these funds will also increase. In an effort to manage our exposure to this risk, we have entered into interest rate derivative contracts. As of December 31, 2019, we did not have any interest rate hedging instruments in place but may enter into new hedging instruments in the future to mitigate our exposure to interest rate risk.

We estimate that the fair value of our borrowings under our revolving credit facility approximates its carrying value as of December 31, 2019 as it bears interest at variable rates.

Foreign Currency Exchange Rate Risk

We operate in various foreign countries, which exposes us to market risk associated with foreign currency exchange rate fluctuations. Our foreign currency exposure primarily relates to intercompany receivables and payables and third party receivables and payables that are denominated in currencies other than the functional currency of our legal entities. Our largest foreign currency exposure is unsettled intercompany payables and receivables which are reviewed on a regular basis. Gains and losses from foreign currency transactions are included in "Other income (expense)" on our Consolidated Statements of Operations. We had foreign currency transaction losses totaling $0.7 million, $2.3 million and $0.3 million for the years ended December 31, 2019, 2018 and 2017, respectively.

Most of our foreign subsidiaries operate in a currency other than the United States dollar; therefore, increases or decreases in the value of the U.S. dollar against other major currencies will affect our operating results and the value of our balance sheet items denominated in foreign currencies. Our most significant exposures to translation risk relates to functional currency assets and liabilities that are denominated in the British Pound Sterling, Euro and Canadian dollar. The changes in the net investments of foreign subsidiaries whose currencies are denominated in currencies other than the U.S. dollar are reflected in "Foreign currency translation adjustments” on our Consolidated Statements of Comprehensive Income. We have not used any exchange rate hedging programs to mitigate the effect of exchange rate fluctuations.

Item 8: Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
GP Strategies Corporation:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of GP Strategies Corporation and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 10, 2020 expressed an adverse opinion on the effectiveness of the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Notes 1 and 14 to the consolidated financial statements, effective January 1, 2019, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases*. This change was adopted using the modified retrospective method.

As discussed in Notes 1 and 2 to the consolidated financial statements, effective January 1, 2018, the Company adopted FASB ASC Topic 606, *Revenue from Contracts with Customers*. This change was adopted using the modified retrospective method.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We or our predecessor firms have served as the Company's auditor since 1970.

Baltimore, Maryland
March 10, 2020

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
GP Strategies Corporation:

Opinion on Internal Control Over Financial Reporting

We have audited GP Strategies Corporation and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, because of the effect of the material weaknesses, described below, on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements), and our report dated March 10, 2020 expressed an unqualified opinion on those consolidated financial statements.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weaknesses were identified and included in management's assessment:

Our risk assessment process was not effective in considering changes to the business operations, personnel and other factors affecting certain financial reporting processes, and we did not have sufficient resources available to perform the risk assessment process and implement controls in the requisite timeframe. This resulted in:

- Ineffective program change management controls over program and data changes affecting the enterprise resource planning (ERP) financial IT applications. Specifically, the change management process was not designed properly to demonstrate the completeness and approval of all configuration changes that have occurred. The related detective control to monitor changes was not implemented. Also, the control over access to migrate changes into the production environment was determined to be ineffective.

- Ineffective user access controls to adequately restrict user access to financial applications and related data commensurate with job responsibilities. Management did not perform appropriate user access reviews.

- Ineffective general information technology controls over the ERP system resulting in ineffective automated controls and manual controls that are dependent upon the completeness and accuracy of information derived from the ERP system. This includes automated and manual controls over all significant accounts presented in the consolidated financial statements.

- Ineffective risk assessment to ensure controls were designed and implemented to respond to the risks within the revenue and human resources processes company-wide as well as other processes specific to only TTi Global, Inc., which was acquired on November 30, 2018.

The material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2019 consolidated financial statements, and this report does not affect our report on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Baltimore, Maryland
March 10, 2020

GP STRATEGIES CORPORATION AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2019 and 2018
(In thousands, except shares and par value per share)

	2019	2018
Assets		
Current assets:		
Cash	$ 8,159	$ 13,417
Accounts and other receivables, less allowance for doubtful accounts of $1,132 in 2019 and $2,034 in 2018	131,852	107,673
Unbilled revenue	57,229	80,764
Prepaid expenses and other current assets	19,115	19,048
Total current assets	216,355	220,902
Property, plant and equipment, net	5,803	5,859
Operating lease right-of-use assets	27,251	—
Goodwill	171,563	176,124
Intangible assets, net	16,344	20,933
Deferred tax assets	1,121	1,077
Other assets, net	10,465	9,843
	$ 448,902	$ 434,738
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	92,332	93,254
Current portion of operating lease liability	7,871	—
Deferred revenue	23,234	23,704
Total current liabilities	123,437	116,958
Long-term debt	82,870	116,500
Long-term portion of operating lease liability	22,159	—
Deferred tax liabilities	7,439	8,817
Other noncurrent liabilities	3,083	5,894
Total liabilities	238,988	248,169
Stockholders' equity:		
Preferred stock, par value $0.01 per share;		
Authorized 10,000,000 shares; no shares issued	—	—
Common stock, par value $0.01 per share; Authorized 35,000,000 shares; issued 17,222,781 shares in 2019 and 2018	172	172
Additional paid-in capital	102,319	105,850
Retained earnings	131,228	116,039
Treasury stock, at cost (190,115 shares in 2019 and 603,041 shares in 2018)	(4,070)	(13,802)
Accumulated other comprehensive loss	(19,735)	(21,690)
Total stockholders' equity	209,914	186,569
	$ 448,902	$ 434,738

See accompanying notes to consolidated financial statements.

GP STRATEGIES CORPORATION AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended December 31, 2019, 2018 and 2017
(In thousands, except per share data)

	2019	2018	2017
Revenue	$ 583,290	$ 515,160	$ 509,208
Cost of revenue	494,077	437,417	427,181
Gross profit	89,213	77,743	82,027
General and administrative expenses	64,492	54,848	55,753
Sales and marketing expenses	7,875	4,798	1,666
Restructuring charges	1,639	2,930	3,317
Gain on change in fair value of contingent consideration, net	677	4,438	1,620
Gain on sale of business	12,126	—	—
Operating income	28,010	19,605	22,911
Interest expense	6,058	2,945	3,132
Other income (expense) (including interest income of $50 in 2019, $8 in 2018 and $43 in 2017)	417	(1,897)	(90)
Income before income taxes	22,369	14,763	19,689
Income tax expense	7,180	4,927	6,798
Net income	$ 15,189	$ 9,836	$ 12,891
Basic weighted average shares outstanding	16,827	16,608	16,748
Diluted weighted average shares outstanding	16,861	16,696	16,873
Per common share data:			
Basic earnings per share	$ 0.90	$ 0.59	$ 0.77
Diluted earnings per share	$ 0.90	$ 0.59	$ 0.76

See accompanying notes to consolidated financial statements.

GP STRATEGIES CORPORATION AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income

Years ended December 31, 2019, 2018 and 2017
(In thousands)

	2019	2018	2017
Net income	$ 15,189	$ 9,836	$ 12,891
Foreign currency translation adjustments	1,955	(6,914)	6,686
Change in fair value of interest rate cap, net of tax	—	142	(142)
Change in fair value of interest rate swap, net of tax	—	(63)	63
Comprehensive income	$ 17,144	$ 3,001	$ 19,498

See accompanying notes to consolidated financial statements.

GP STRATEGIES CORPORATION AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

Years ended December 31, 2019, 2018 and 2017
(In thousands, except for par value per share)

	Common stock ($0.01 par)	Additional paid-in capital	Retained earnings	Treasury stock at cost	Accumulated other comprehensive loss	Total stockholders' equity
Balance at December 31, 2016	$ 172	$ 106,803	$ 93,708	$ (11,628)	$ (21,462)	$ 167,593
Net income	—	—	12,891	—	—	12,891
Foreign currency translation adjustments	—	—	—	—	6,686	6,686
Change in fair value of interest rate cap, net of tax					(142)	(142)
Change in fair value of interest rate swap, net of tax					63	63
Repurchases of common stock in the open market	—	—	—	(4,302)	—	(4,302)
Stock-based compensation expense	—	3,589	—	—	—	3,589
Shares withheld in exchange for tax withholding payments on stock-based compensation	—	(1,168)	—	—	—	(1,168)
Issuance of stock for employer contributions to retirement plan	—	40	—	2,685	—	2,725
Net issuances of stock pursuant to stock compensation plans and other	—	(2,008)	—	2,127	—	119
Balance at December 31, 2017	$ 172	$ 107,256	$ 106,599	$ (11,118)	$ (14,855)	$ 188,054
Cumulative effect adjustment of adopting ASU 2014-09	—	—	(396)	—	—	(396)
Adjusted balance at December 31, 2017	$ 172	$ 107,256	$ 106,203	$ (11,118)	$ (14,855)	$ 187,658
Net income	—	—	9,836	—	—	9,836
Foreign currency translation adjustments	—	—	—	—	(6,914)	(6,914)
Change in fair value of interest rate cap, net of tax					142	142
Change in fair value of interest rate swap, net of tax					(63)	(63)
Repurchases of common stock in the open market	—	—	—	(7,993)	—	(7,993)
Stock-based compensation expense	—	1,350	—	—	—	1,350
Shares withheld in exchange for tax withholding payments on stock-based compensation	—	(416)	—	—	—	(416)
Issuance of stock for employer contributions to retirement plan	—	(867)	—	3,827	—	2,960
Net issuances of stock pursuant to stock compensation plans and other	—	(1,473)	—	1,482	—	9
Balance at December 31, 2018	$ 172	$ 105,850	$ 116,039	$ (13,802)	$ (21,690)	$ 186,569
Net income	—	—	15,189	—	—	15,189
Foreign currency translation adjustments	—	—	—	—	1,955	1,955
Stock-based compensation expense	—	2,617	—	—	—	2,617
Shares withheld in exchange for tax withholding payments on stock-based compensation	—	(278)	—	—	—	(278)
Issuance of stock for employer contributions to retirement plan	—	(2,251)	—	5,229	—	2,978
Net issuances of stock pursuant to stock compensation plans and other	—	(3,619)	—	4,503	—	884
Balance at December 31, 2019	$ 172	$ 102,319	$ 131,228	$ (4,070)	$ (19,735)	$ 209,914

See accompanying notes to consolidated financial statements.

GP STRATEGIES CORPORATION AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2019, 2018 and 2017
(In thousands)

	2019	2018	2017
Cash flows from operating activities:			
Net income	$ 15,189	$ 9,836	$ 12,891
Adjustments to reconcile net income to net cash provided by operating activities:			
Gain on change in fair value of contingent consideration, net	(677)	(4,438)	(1,620)
Gain on sale of business	(12,126)	—	—
Depreciation and amortization	9,482	7,921	6,974
Non-cash compensation expense	5,595	4,310	6,314
Deferred income taxes	(1,086)	876	(313)
Changes in other operating items, net of acquired amounts:			
Accounts and other receivables	(23,803)	23,092	(10,977)
Unbilled revenue	23,473	(36,868)	(1,893)
Prepaid expenses and other current assets	421	705	(2,297)
Accounts payable, accrued expenses and net change in operating leases	(4,859)	8,110	15,392
Deferred revenue	(326)	(2,094)	2,520
Contingent consideration payments in excess of fair value on acquisition date	—	—	(408)
Other	2,117	(240)	(323)
Net cash provided by operating activities	13,400	11,210	26,260
Cash flows from investing activities:			
Additions to property, plant and equipment	(2,315)	(2,834)	(2,734)
Proceeds from sale of business	20,048	—	—
Acquisitions, net of cash acquired	850	(55,290)	(11,111)
Capitalized software development costs	(2,632)	(3,544)	(1,313)
Other investing activities	—	(86)	(295)
Net cash provided by (used in) investing activities	15,951	(61,754)	(15,453)
Cash flows from financing activities:			
Proceeds from (repayment of) short-term borrowings	—	(37,577)	19,864
Proceeds from long-term debt	178,750	146,000	—
Repayments of long-term debt	(212,380)	(57,500)	(12,000)
Contingent consideration payments	—	—	(4,657)
Change in negative cash book balance	1,932	(1,278)	(2,138)
Repurchases of common stock	—	(8,522)	(3,773)
Tax withholding payments for employee stock-based compensation in exchange for shares surrendered	(278)	(416)	(1,168)
Premium paid on interest rate cap	—	—	(474)
Cash proceeds from termination of interest rate derivatives	—	544	—
Payment of debt issuance costs	(303)	(1,231)	—
Other financing activities	—	10	120
Net cash provided by (used in) financing activities	(32,279)	40,030	(4,226)

	2019	2018	2017
Effect of exchange rate changes on cash	(2,330)	319	685
Net change in cash	(5,258)	(10,195)	7,266
Cash at beginning of year	13,417	23,612	16,346
Cash at end of year	$ 8,159	$ 13,417	$ 23,612
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	$ 5,831	$ 3,741	$ 1,841
Income taxes	$ 4,327	$ 4,528	$ 6,256
Non-cash financing activities:			
Accrued share repurchases	$ —	$ (529)	$ 529
Accrued contingent consideration	$ —	$ 905	$ 5,613

See accompanying notes to consolidated financial statements.

(1) Description of Business and Significant Accounting Policies

Business

GP Strategies Corporation is a global performance improvement solutions provider of training, digital learning solutions, management consulting and engineering services. References in this report to "GP Strategies," the "Company," "we" and "our" are to GP Strategies Corporation and its subsidiaries, collectively.

FASB Codification

We follow generally accepted accounting principles ("GAAP") set by the Financial Accounting Standards Board ("FASB"). References to GAAP issued by the FASB in these footnotes are to the *FASB Accounting Standards Codification,* sometimes referred to as ASC.

Basis of Consolidation

The consolidated financial statements include the operations of our wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated.

Significant Customers & Concentration of Credit Risk

We have a market concentration of revenue in both the automotive sector and financial services & insurance sector. Revenue from the automotive industry accounted for approximately 28%, 23% and 22% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single automotive customer, which accounted for approximately 13%, 14% and 13% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019 accounts receivable from a single automotive customer totaled $17.2 million, or 13%, of our consolidated accounts receivable balance.

Revenue from the financial services and insurance industry accounted for approximately 16%, 19% and 20% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. In addition, we have a concentration of revenue from a single financial services customer, which accounted for approximately 10%, 13% and 14% of our consolidated revenue for the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, billed and unbilled accounts receivable from a single financial services customer totaled $15.4 million, or 8%, of our consolidated accounts receivable and unbilled revenue balances.

No other single customer accounted for more than 10% of our consolidated revenue in 2019 or consolidated accounts receivable balance as of December 31, 2019.

Cash

We maintain our cash balances in bank accounts at various financial institutions. Outstanding checks which have been issued but not presented to the banks for payment in excess of amounts on deposit may create negative book cash balances. We transfer cash on an as-needed basis to fund these items as they clear the bank in subsequent periods. Such negative cash balances are included in accounts payable and accrued expenses and totaled $3.7 million and $1.8 million as of December 31, 2019 and 2018, respectively. Changes in negative book cash balances from period to period are reported as a financing activity in the consolidated statement of cash flows.

Allowance for Doubtful Accounts Receivable

Trade accounts receivable are recorded at invoiced amounts. We evaluate the collectability of trade accounts receivable based on a combination of factors. When we are aware that a specific customer may be unable to meet its financial obligations to us, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position, we evaluate the need to record a specific reserve for bad debt to reduce the related receivable to the amount we reasonably believe is collectible. We also record reserves for bad debt for all other customers based on a variety of factors, including the length of time the receivables are past due, historical collection experience and trends of past due accounts, write-offs and specific identification and review of past due accounts. Actual collections of trade receivables could differ from management's estimates due to changes in future economic or industry conditions or specific customers' financial conditions.

Activity in our allowance for doubtful accounts was comprised of the following for the periods indicated:

	Year ended December 31,		
	2019	**2018**	**2017**
		(In thousands)	
Beginning balance	$ 2,034	$ 2,492	$ 1,091
Additions	2,871	234	1,720
Deductions	(3,773)	(692)	(319)
Ending balance	$ 1,132	$ 2,034	$ 2,492

During the fourth quarter ended December 31, 2017, we recognized a $1.3 million bad debt reserve related to accounts receivable on a contract with a foreign oil and gas client which was terminated. During the third quarter of 2017, we also recognized a $2.6 million revenue and gross profit reduction related to this contract due to a performance dispute resulting in an increase in estimated costs to complete the project. During the fourth quarter of 2019, we entered into a settlement agreement with the client and recognized an additional bad debt reserve of $2.2 million to reflect the accounts receivable at its recoverable amount as of December 31, 2019. The remaining accounts receivable, net of the reserve, totaling $1.6 million was collected in January 2020.

Foreign Currency Translation

The functional currencies of our international operations are the respective local currencies of the countries in which we operate. The translation of the foreign currency into U.S. dollars is performed for balance sheet accounts using current exchange rates in effect at the balance sheet date and for revenue and expense accounts using the weighted average exchange rates prevailing during the year. The unrealized gains and losses resulting from such translation are included as a component of comprehensive income. Transaction gains and losses arising from currency exchange rate fluctuations on transactions denominated in a currency other than the local functional currency are included in "Other income (expense)" on our Consolidated Statements of Operations. We had foreign currency transaction losses totaling $0.7 million, $2.3 million and $0.3 million for the years ended December 31, 2019, 2018 and 2017, respectively.

Revenue Recognition

On January 1, 2018, we adopted FASB Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers ("Topic 606") using the modified retrospective method. Under this transition method, we applied the new standard to contracts that were not completed as of the adoption date and recognized a cumulative effect adjustment which reduced retained earnings by $0.4 million on January 1, 2018. The comparative prior period information has not been restated and continues to be presented according to accounting standards in effect for those periods. Further information regarding our revenue recognition, including our full accounting policy description, can be found in Note 2.

Contract Related Assets and Liabilities

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled revenue (contract assets), and deferred revenue (contract liabilities) on the consolidated balance sheet. Amounts charged to our clients become billable according to the contract terms, which usually consider the passage of time, achievement of milestones or completion of the project. When billings occur after the work has been performed, such unbilled amounts will generally be billed and collected within 60 to 120 days but typically no longer than over the next twelve months. When we advance bill clients prior to the work being performed, generally, such amounts will be earned and recognized in revenue within the next twelve months. These assets and liabilities are reported on the consolidated balance sheet on a contract-by-contract basis at the end of each reporting period. Changes in the contract asset and liability balances during the twelve-month period ended December 31, 2019 were not materially impacted by any other factors, except for a significant decrease in unbilled contract receivables as of December 31, 2019 compared to 2018 due to higher unbilled balances at December 31, 2018 resulting from a delay in billings at the end of 2018 in connection with the implementation of a new ERP system in the fourth quarter of 2018.

Comprehensive Income

Comprehensive income consists of net income, foreign currency translation adjustments, and the change in fair value of interest rate derivatives, net of tax.

Other Current Assets

Prepaid expenses and other current assets on our consolidated balance sheet include prepaid expenditures for goods or services before the goods are used or the services are received, inventories and work in progress on customer contracts. Prepaid expenses are charged to expense in the periods the benefits are realized. Inventories are stated at lower of cost or market. Provision is made to reduce excess and obsolete inventories to their estimated net realizable value. Costs included in work in progress on customer contracts are recognized to cost of revenue when the performance obligation is satisfied and revenue is recognized.

Property, Plant and Equipment

Property, plant and equipment are carried at cost (or fair value at acquisition date for assets obtained through business combinations). Major additions and improvements are capitalized, while maintenance and repairs which do not extend the lives of the assets are expensed as incurred. Gain or loss on the disposition of property, plant and equipment is recognized in operations when realized.

Depreciation of property, plant and equipment is recognized on a straight-line basis over the following estimated useful lives:

Class of assets	Useful life
Buildings and improvements	5 to 40 years
Machinery, equipment, and furniture and fixtures	3 to 10 years
Leasehold improvements	Shorter of asset life or term of lease

Impairment of Long-Lived Assets

Long-lived assets, such as property, plant, and equipment, and intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized at the amount by which the carrying amount of the asset exceeds the fair value of the asset. Impairment of long-lived assets is assessed at the lowest level for which there are identifiable cash flows that are independent from other groups of assets. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated.

Goodwill and Intangible Assets

Our intangible assets include amounts recognized in connection with acquisitions, including customer relationships, tradenames, technology and intellectual property. Intangible assets are initially valued at fair market value using generally accepted valuation methods appropriate for the type of intangible asset. Amortization is recognized on a straight-line basis over the estimated useful life of the intangible assets. Intangible assets with definite lives are reviewed for impairment if indicators of impairment arise. Except for goodwill, we do not have any intangible assets with indefinite useful lives.

Goodwill represents the excess of costs over fair value of assets of businesses acquired. We review our goodwill for impairment annually as of October 1 and whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. We test goodwill at the reporting unit level.

ASC 350 permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative goodwill impairment test. Under ASC 350, an entity is not required to perform a quantitative goodwill impairment test for a reporting unit if it is more likely than not that its fair value is greater than its carrying amount. For our annual goodwill impairment tests as of both October 1, 2019 and 2018, we performed quantitative goodwill impairment tests and concluded that the fair values of each of our reporting units exceeded their respective carrying values.

In the quantitative impairment test, we compare the fair value of each reporting unit to its carrying value. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that unit, goodwill is not impaired and we are not required to perform further testing. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then we record an impairment loss equal to the difference, however, the loss recognized would not exceed the total amount of goodwill allocated to the reporting unit.

We determine the fair value of our reporting units using both an income approach and a market approach, and weigh both approaches to determine the fair value of each reporting unit. Under the income approach, we perform a discounted cash flow analysis which incorporates management's cash flow projections over a five-year period and a terminal value is calculated by applying a capitalization rate to terminal year projections based on an estimated long-term growth rate. The five-year projected cash flows and calculated terminal value are discounted using a weighted average cost of capital ("WACC") which takes into account the costs of debt and equity. The cost of equity is based on the risk-free interest rate, equity risk premium, industry and size equity premiums and any additional market equity risk premiums as deemed appropriate for each reporting unit. To arrive at a fair value for each reporting unit, the terminal value is discounted by the WACC and added to the present value of the estimated cash flows over the discrete five-year period. There are a number of other variables which impact the projected cash flows, such as expected revenue growth and profitability levels, working capital requirements, capital expenditures and related depreciation and amortization. Under the market approach, we perform a comparable public company analysis and apply revenue and earnings multiples from the identified set of companies to the reporting unit's actual and forecasted financial performance to determine the fair value of each reporting unit. We evaluate the reasonableness of the fair value calculations of our reporting units by reconciling the total of the fair values of all of our reporting units to our total market capitalization, and adjusting for an appropriate control premium. In addition, we make certain judgments in allocating shared assets and liabilities to determine the carrying values for each of our reporting units.

Determining the fair value of a reporting unit is judgmental in nature and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, future economic and market conditions and determination of appropriate market comparables. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from those estimates. In addition, we make certain judgments and assumptions in allocating shared assets and liabilities to determine the carrying values for each of our reporting units. The timing and frequency of our goodwill impairment tests are based on an ongoing assessment of events and circumstances that would indicate a possible impairment. We will continue to monitor our goodwill and intangible assets for impairment and conduct formal tests when impairment indicators are present.

Contingent Consideration for Business Acquisitions

Acquisitions may include contingent consideration payments based on future financial measures of an acquired company. Contingent consideration is required to be recognized at fair value as of the acquisition date. We estimate the fair value of these liabilities using an appropriate valuation methodology, typically either an income-based approach or a simulation model, such as the Monte Carlo model, depending on the structure of the contingent consideration arrangement. At each reporting date, the contingent consideration obligation is revalued to estimated fair value and changes in fair value subsequent to the acquisition are reflected in income or expense in the consolidated statements of operations, and could cause a material impact to our operating results. Changes in the fair value of contingent consideration obligations may result from changes in discount periods and rates and changes in the timing and amount of revenue and/or earnings projections.

Other Assets

Other assets primarily include an investment in a joint venture, certain software development costs, and unamortized debt issuance costs relating to our revolving credit facility. We account for a 10% interest in a joint venture partnership under the equity method of accounting because significant influence exists due to certain factors, including representation on the partnership's Management Board and voting rights. We capitalize the cost of internal-use software in accordance with ASC Topic 350-40, *Internal-Use Software and* ASU No. 2018-15, *Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*. These costs consist of internal labor costs and payments made to third parties for software development and implementation and are amortized using the straight-line method over their estimated useful lives, ranging from three to eight years. We amortize debt issuance costs to interest expense on a straight-line basis over the term of our revolving credit facility.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

We establish accruals for uncertain tax positions taken or expected to be taken in a tax return when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained upon examination by tax authorities that have full knowledge of all relevant information. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. Favorable or unfavorable adjustment of the accrual for any particular issue would be recognized as an increase or decrease to income tax expense in the period of a change in facts and circumstances. Interest and penalties related to income taxes are accounted for as income tax expense.

Earnings per Share

Basic earnings per share ("EPS") are computed by dividing earnings by the weighted average number of common shares outstanding during the periods. Diluted EPS reflects the potential dilution of common stock equivalent shares that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

Our dilutive common stock equivalent shares consist of stock options and restricted stock units outstanding under our stock-based incentive plans and are computed under the treasury stock method, using the average market price during the period. Performance-based restricted stock unit awards are included in the computation of diluted shares based on the probable outcome of the underlying performance conditions being achieved. The following table presents instruments which were not dilutive and were excluded from the computation of diluted EPS in each period, as well as the weighted average dilutive common stock equivalent shares which were included in the computation of diluted EPS:

	Year ended December 31,		
	2019	2018	2017
		(In thousands)	
Non-dilutive instruments	103	82	13
Dilutive common stock equivalents	34	88	125

Stock-Based Compensation

Pursuant to our stock-based incentive plans which are described more fully in Note 12, we grant stock options, restricted stock units, performance-based stock units (PSU's) and equity to officers, employees, and members of the Board of Directors. We compute compensation expense for all equity-based compensation awards issued to employees using the fair-value measurement method. We recognize compensation expense on a straight-line basis over the requisite service period for stock-based compensation awards with both graded and cliff vesting terms. We recognize forfeitures as they occur with a reduction in compensation expense in the period of forfeiture. We do not capitalize any material portion of our stock-based compensation.

We recognize compensation expense for PSU's on a straight-line basis over the performance period based on the probable outcome of achievement of the financial targets. At the end of each reporting period, we estimate the number of PSU's expected to vest, based on the probability and extent to which the performance goals will be met, and take into account these estimates when calculating the expense for the period. If the number of shares expected to be earned changes during the performance period, we will make a cumulative adjustment to compensation expense based on the revised number of shares expected to be earned.

We estimate the fair value of our stock options on the date of grant using the Black-Scholes option pricing model, which requires various assumptions such as expected term, expected stock price volatility and risk-free interest rate. We estimate the expected term of stock options granted taking into consideration historical data related to stock option exercises. We use historical stock price data in order to estimate the expected volatility factor of stock options granted. The risk-free interest rate for the periods within the expected life of the option is based on the U.S. Treasury yield curve in effect at the time of grant.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, we evaluate the estimates used, including but not limited to those related to revenue recognition, the allowance for doubtful accounts receivable, impairments of goodwill and other intangible assets, valuation of intangible assets acquired and contingent consideration liabilities assumed in business acquisitions, valuation of stock-based compensation awards and income taxes. Actual results could differ from these estimates.

Fair Value Estimates

ASC Topic 820, *Fair Value Measurements and Disclosure* (“Topic 820”), defines fair value, establishes a market-based framework or hierarchy for measuring fair value, and expands disclosures about fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The guidance within Topic 820 is applicable whenever another accounting pronouncement requires or permits assets and liabilities to be measured at fair value. The fair value hierarchy prioritizes the inputs used in valuation techniques into three levels as follows:

- Level 1 – unadjusted quoted prices for identical assets or liabilities in active markets;
- Level 2 – quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs other than quoted market prices that are observable or that can be corroborated by observable market data by correlation; and

- Level 3 – unobservable inputs based upon the reporting entity's internally developed assumptions which market participants would use in pricing the asset or liability.

The carrying value of financial instruments including cash, accounts receivable and accounts payable approximate estimated market values because of short-term maturities and interest rates that approximate current rates. In addition, the fair value of our long-term debt approximated its carrying value as of December 31, 2019 as it bears interest at variable rates. Our fair value measurements related to goodwill, intangible assets and contingent consideration are recognized in connection with acquisitions and are valued using Level 3 inputs. Our interest rate derivatives are valued using Level 2 inputs.

Leases

On January 1, 2019, we adopted FASB Accounting Standards Update ("ASU") 2016-02, *Leases* ("Topic 842") and all the related amendments. The impact of adoption is discussed below under the "Recent Accounting Standards" section. Further information regarding our lease accounting, including our full accounting policy description, can be found in Note 14.

Legal Expenses

We are involved, from time to time, in litigation and proceedings arising out of the ordinary course of business. Costs for legal services rendered in the course of these proceedings are charged to expense as they are incurred.

Reclassifications

Certain prior year amounts have been reclassified to conform with the current year presentation.

Recent Accounting Standards

On January 1, 2019, we adopted Accounting Standards Update (ASU) 2016-02, *Leases* (Topic 842), which requires the recognition of lease rights and obligations as assets and liabilities on the balance sheet. Previously, lessees were not required to recognize on the balance sheet assets and liabilities arising from operating leases. We adopted Topic 842 using the modified retrospective method of adoption applying the transition provisions at the beginning of the period of adoption, rather than at the beginning of the earliest comparative period presented in these financial statements. As a result, prior period information has not been restated.

The new standard provides several optional practical expedients for use in transition. We elected to use what the FASB has deemed the "package of practical expedients," which allows us not to reassess our previous conclusions about lease identification, lease classification and the accounting treatment for initial direct costs. The ASU also provides several optional practical expedients for the ongoing accounting for leases. We have elected the short-term lease recognition exemption for all leases that qualify, meaning that for leases with terms of twelve months or less, we will not recognize right-of-use (ROU) assets or lease liabilities on our consolidated balance sheet. Additionally, we have elected to use the practical expedient to not separate lease and non-lease components for leases of real estate, meaning that for these leases, the non-lease components are included in the associated ROU asset and lease liability balances on our consolidated balance sheet.

The most significant effects of adopting Topic 842 on our consolidated financial statements were (1) the recognition of new ROU assets and lease liabilities for our operating leases of $31.1 million and $34.9 million , respectively on January 1, 2019, which included reclassifying accrued rent as a component of the ROU asset, and 2) significant new disclosures about our leasing activities, which are provided in Note 14. Topic 842 did not have a material impact on our results of operations or cash flows.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which requires companies to record an allowance for expected credit losses over the contractual term of financial assets, including short-term trade receivables and contract assets, and expands disclosure requirements for credit quality of financial assets. Upon adoption of the new standard on January 1, 2020, we began recognizing an allowance for credit losses based on the estimated lifetime expected credit loss related to our financial assets. Based on our analysis of Topic 326 and due to the nature and extent of our financial instruments in scope of this ASU (primarily accounts receivable) and the historical, current and expected credit quality of our customers, we do not expect this ASU to have a material impact on our consolidated results of operations and financial condition.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements. The guidance promotes a framework to help improve the effectiveness of disclosures in the notes and is effective for annual and interim periods beginning after December 15, 2019, although early adoption is permitted. The new standard will impact our disclosures but is not anticipated to impact on our operating results, financial position or cash flows.

In January 2017, the FASB issued ASU No. 2017-04, *Simplifying the Test for Goodwill Impairment*. The standard removes step two from the goodwill impairment test. Under the ASU, an entity should perform its annual goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. ASU 2017-04 is effective for public companies for annual reporting periods beginning after December 15, 2019. Early adoption is permitted for goodwill impairment tests performed on testing dates after January 1, 2017. We adopted the standard on January 1, 2019. The adoption of the ASU did not have an effect on our results of operations, financial condition or cash flows.

(2) Revenue

Significant Accounting Policy

We account for revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers* (ASC Topic 606), which we adopted on January 1, 2018, using the modified retrospective method. Revenue is measured based on the consideration specified in a contract with a customer. Most of our contracts with customers contain transaction prices with fixed consideration, however, some contracts may contain variable consideration in the form of discounts, rebates, refunds, credits, price concessions, incentives, performance bonuses, penalties and other similar items. When a contract includes variable consideration, we evaluate the estimate of variable consideration to determine whether the estimate needs to be constrained; therefore, we include the variable consideration in the transaction price only to the extent that it is probable that a significant reversal of the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We recognize revenue when we satisfy a performance obligation by transferring control over a product or service to a customer. This can result in recognition of revenue over time as we perform services or at a point in time when the deliverable is transferred to the customer, depending on an evaluation of the criteria for over time recognition in ASC Topic 606. Further details regarding our revenue recognition for various revenue streams are discussed below.

Nature of goods and services

Over 90% of our revenue is derived from services provided to our customers for training, consulting, technical, engineering and other services. Less than 10% of our revenue is derived from various other offerings including custom magazine publications and assembly of glovebox portfolios for automotive manufacturers, licenses of software and other intellectual property, and software as a service (SaaS) arrangements.

Our primary contract vehicles are time-and-materials, fixed price (including fixed-fee per transaction) and cost-reimbursable contracts. Each contract has different terms based on the scope, deliverables and complexity of the engagement, requiring us to make judgments and estimates about recognizing revenue.

Under time-and-materials and cost-reimbursable contracts, the contractual billing schedules are based on the specified level of resources we are obligated to provide. Revenue under these contract types are recognized over time as services are performed as the client simultaneously receives and consumes the benefits provided by our performance throughout the engagement. The time and materials incurred for the period is the measure of performance and, therefore, revenue is recognized in that amount.

For fixed price contracts which typically involve a discrete project, such as development of training content and materials, design of training processes, software implementation, or engineering projects, the contractual billing schedules are not necessarily based on the specified level of resources we are obligated to provide. These discrete projects generally do not contain milestones or other measures of performance. The majority of our fixed price contracts meet the criteria in ASC Topic 606 for over time revenue recognition. For these contracts, revenue is recognized using a percentage-of-completion method based on the relationship of costs incurred to total estimated costs expected to be incurred over the term of the contract. We believe this methodology is a reasonable measure of proportional performance since performance primarily involves personnel costs and services provided to the customer throughout the course of the projects through regular communications of progress toward completion and other project deliverables. In addition, the customer is required to pay us for the proportionate amount of our fees in the event of contract termination. A small portion of our fixed price contracts do not meet the criteria in ASC Topic 606 for over time revenue recognition. For these projects, we defer revenue recognition until the performance obligation is satisfied, which is generally when the final deliverable is provided to the client. The direct costs related to these projects are capitalized and then recognized as cost of revenue when the performance obligation is satisfied.

For fixed price contracts, when total direct cost estimates exceed revenues, the estimated losses are recognized immediately. The use of the percentage-of-completion method requires significant judgment relative to estimating total contract costs, including assumptions relative to the length of time to complete the project, the nature and complexity of the work to be performed, and anticipated changes in estimated salaries and other costs. Estimates of total contract costs are continuously monitored during the term of the contract, and recorded revenues and costs are subject to revision as the contract progresses. When revisions in estimated contract revenues and costs are determined, such adjustments are recorded in the period in which they are first identified. Adjustments to our fixed price contracts in the aggregate resulted in a net increase (decrease) to revenue of \$1.8 million, \$1.5 million, and \$(0.8) million for the years ended December 31, 2019, 2018 and 2017, respectively.

For certain fixed-fee per transaction contracts, such as delivering training courses or conducting workshops, revenue is recognized during the period in which services are delivered in accordance with the pricing outlined in the contracts.

For certain fixed-fee per transaction and fixed price contracts in which the output of the arrangement is measurable, such as for the shipping of publications and print materials, revenue is recognized at the point in time at which control is transferred which is upon delivery.

Taxes assessed by a government authority that are both imposed on and concurrent with a specific revenue-producing transaction, that we collect from a customer, are excluded from revenue.

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. 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. As of December 31, 2019 we had \$349.8 million of remaining performance obligations, which we also refer to as total backlog. We expect to recognize approximately 85 percent of our remaining performance obligations as revenue within the next twelve months. We did not apply any of the practical expedients permitted by ASC Topic 606 in determining the amount of our performance obligations as of December 31, 2019.

Contract Balances

Revenue recognized for the years ended December 31, 2019 and 2018, that was included in the contract liability balance at the beginning of the year was \$18.9 million and \$20.0 million, respectively, and primarily represented revenue from services performed during the current period for which we received advance payment from clients in a prior period.

Contract Costs

Costs to fulfill contracts which do not meet the over time revenue recognition criteria are capitalized and recognized to cost of revenue when the performance obligation is satisfied and revenue is recognized. Such costs are included in prepaid expenses and other current assets on the consolidated balance sheet and totaled \$0.6 million and \$1.6 million as of December 31, 2019 and 2018, respectively.

Applying the practical expedient in ASC Topic 606, we recognize the incremental costs of obtaining contracts (i.e. sales commissions) as an expense when incurred if the amortization period of the assets that we otherwise would have recognized is one year or less. Substantially all of our sales commission arrangements have an amortization period of one year or less. As of December 31, 2019 and 2018, we did not have any capitalized sales commissions.

Revenue by Category

The following series of tables presents our revenue disaggregated by various categories (dollars in thousands).

	Years Ended December 31,								
	Workforce Excellence			Business Transformation Services			Consolidated		
	2019	2018	2017	2019	2018	2017	2019	2018	2017
Revenue by type of service:									
Managed learning services	$218,730	206,388	207,007	$ —	—	—	$218,730	206,388	207,007
Engineering & technical services	111,065	110,426	101,252	—	—	—	111,065	110,426	101,252
Sales enablement	—	—	—	161,295	103,740	101,196	161,295	103,740	101,196
Organizational development	—	—	—	92,200	94,606	99,753	92,200	94,606	99,753
	$329,795	316,814	308,259	$253,495	198,346	200,949	$583,290	515,160	509,208
Revenue by geographic region:									
Americas	$230,236	213,938	198,653	$193,129	165,807	175,027	$423,365	379,745	373,680
Europe Middle East Africa	91,947	91,764	100,296	50,160	38,171	30,461	142,107	129,935	130,757
Asia Pacific	34,300	30,688	29,828	25,354	2,634	376	59,654	33,322	30,204
Eliminations	(26,688)	(19,576)	(20,518)	(15,148)	(8,266)	(4,915)	(41,836)	(27,842)	(25,433)
	$329,795	316,814	308,259	$253,495	198,346	200,949	$583,290	515,160	509,208
Revenue by client market sector:									
Automotive	$ 10,024	10,646	10,102	$155,105	105,431	101,285	$165,129	116,077	111,387
Financial & Insurance	82,434	87,813	86,718	10,715	12,303	16,339	93,149	100,116	103,057
Manufacturing	34,154	33,055	35,795	21,894	16,156	17,134	56,048	49,211	52,929
Energy / Oil & Gas	35,604	37,088	34,195	5,693	4,752	2,429	41,297	41,840	36,624
U.S. Government	39,432	29,584	25,254	7,964	8,782	9,475	47,396	38,366	34,729
U.K. Government	18,153	18,733	27,734	—	—	—	18,153	18,733	27,734
Information & Communication	14,294	14,083	18,123	7,913	9,510	10,490	22,207	23,593	28,613
Aerospace	27,511	25,989	22,142	7,754	3,683	6,549	35,265	29,672	28,691
Electronics Semiconductor	13,906	15,070	16,449	1,495	857	1,069	15,401	15,927	17,518
Life Sciences	19,560	15,009	8,420	6,370	8,750	9,377	25,930	23,759	17,797
Other	34,723	29,744	23,327	28,592	28,122	26,802	63,315	57,866	50,129
	$329,795	316,814	308,259	$253,495	198,346	200,949	$583,290	515,160	509,208

(3) Acquisitions

We did not complete any acquisitions in 2019. Below is a summary of the acquisitions we completed during 2018 and 2017 respectively.

2018 Acquisitions

The following table summarizes the purchase prices and purchase price allocations for the acquisitions completed during the year ended December 31, 2018. A description of the acquired businesses is summarized below the table.

Acquired company	TTi Global	TTi Europe	IC Axon	Hula
Acquisition date	11/30/2018	8/7/2018	5/1/2018	1/2/2018
Cash purchase price	$ 14,195	$ 3,000	$ 30,535	$ 10,000
Fair value of contingent consideration	—	—	905	—
Working capital adjustment	(850)	—	—	—
Total purchase price	$ 13,345	$ 3,000	$ 31,440	$ 10,000
Purchase price allocation:				
Cash	$ 1,780	$ 125	$ 538	$ —
Accounts receivable and other assets	14,218	1,684	3,110	—
Fixed assets	300	9	368	—
Customer-related intangible assets	4,428	762	10,365	1,367
Marketing-related intangible assets (tradename)	454	45	239	106
Goodwill	4,655	2,179	21,613	8,527
Total assets	25,835	4,804	36,233	10,000
Accounts payable and accrued expenses	10,066	1,609	983	—
Deferred revenue	219	126	979	—
Deferred tax liability	2,205	69	2,831	—
Total liabilities	12,490	1,804	4,793	—
Net assets acquired	$ 13,345	$ 3,000	$ 31,440	$ 10,000

TTi Global

On November 30, 2018, we entered into a Share Purchase Agreement with TTi Global, Inc. ("TTi Global") and its stockholders and acquired all of the outstanding shares of TTi Global. The transaction under the Share Purchase Agreement includes the acquisition of TTi Global's subsidiaries (except for its UK and Spain subsidiaries and dormant entities) and certain affiliated companies. The Company purchased TTi Global's UK and Spain subsidiaries in a separate transaction in August 2018 which is discussed further below. TTi Global is a provider of training, staffing, research and consulting solutions to industries across various sectors with automotive as a core focus. The total upfront purchase price for TTi Global was $14.2 million of cash paid at closing on November 30, 2018. The final purchase price allocation above was adjusted during 2019 based on the finalization of the working capital adjustment, as defined in the Share Purchase Agreement, and other purchase accounting adjustments identified during the measurement period. During the third quarter of 2019, the seller paid us $0.9 million in settlement of the working capital adjustment. The purchase price allocation for the acquisition includes $4.4 million of a customer-related intangible asset which is being amortized over nine years and $0.5 million of a marketing-related intangible asset which was amortized over one year from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the company. None of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired TTi Global business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning December 1, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

TTi Europe

On August 7, 2018, we acquired the entire share capital of TTi (Europe) Limited, a subsidiary of TTi Global, Inc. (TTi Europe), a provider of training and research services primarily for the automotive industry located in the United Kingdom. The upfront purchase price was $3.0 million in cash. The purchase price allocation for the acquisition primarily includes $0.8 million of a customer-related intangible asset which is being amortized over nine years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the company. None of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired TTi Europe business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning August 7, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

IC Axon

On May 1, 2018, we acquired the entire share capital of IC Acquisition Corporation, a Delaware corporation, and its subsidiary, IC Axon Inc., a Canadian corporation (IC Axon). IC Axon develops science-driven custom learning solutions for pharmaceutical and life science customers. The upfront purchase price was $30.5 million in cash. In addition, the purchase agreement requires up to an additional $3.5 million of consideration, contingent upon the achievement of an earnings target during a twelve-month period subsequent to the closing of the acquisition. The purchase price allocation for the acquisition includes $10.4 million of a customer-related intangible asset which is being amortized over eight years and $0.2 million of a marketing-related intangible assets being amortized over three years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the company. None of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired IC Axon business is included in the Workforce Excellence segment and the results of its operations have been included in the consolidated financial statements beginning May 1, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

Hula Partners

On January 2, 2018, we acquired the business and certain assets of Hula Partners, a provider of SAP Success Factors Human Capital Management (HCM) implementation services. The purchase price was $10.0 million which was paid in cash at closing. The goodwill recognized is due to the expected synergies from combining operations of the acquiree with the Company. The purchase price allocation for the acquisition includes $1.4 million of a customer-related intangible asset which is being amortized over four years and $0.1 million of a marketing-related intangible asset which is being amortized over two years from the acquisition date. All of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired Hula Partners business is included in the Business Transformation Services segment and the results of its operations have been included in the consolidated financial statements beginning January 2, 2018. The pro-forma impact of the acquisition is not material to our results of operations.

2017 Acquisitions

The following table summarizes the purchase prices and purchase price allocations for the acquisitions completed during the year ended December 31, 2017. A description of the acquired businesses is summarized below the table.

Acquired company	**YouTrain**	**CLS**	**Emantras**	**McKinney Rogers**
Acquisition date	8/31/2017	8/31/2017	4/1/2017	2/1/2017
Cash purchase price	$ 4,898	$ 436	$ 3,191	$ 3,259
Fair value of contingent consideration	—	888	220	4,505
Working capital adjustment	180	—	—	—
Total purchase price	$ 5,078	$ 1,324	$ 3,411	$ 7,764
Purchase price allocation:				
Cash	$ 673	$ —	$ —	$ —
Accounts receivable and other assets	234	—	—	—
Fixed assets	215	—	50	—
Technology-related intangible assets	—	—	—	2,704
Customer-related intangible assets	1,313	253	818	653
Marketing-related intangible assets (tradename)	—	—	—	121
Goodwill	3,268	1,090	3,156	5,196
Total assets	5,703	1,343	4,024	8,674
Accounts payable and accrued expenses	348	19	558	44
Deferred revenue	28	—	55	866
Deferred tax liability	249	—	—	—
Total liabilities	625	19	613	910
Net assets acquired	$ 5,078	$ 1,324	$ 3,411	$ 7,764

YouTrain

On August 31, 2017, we acquired the entire share capital of YouTrain Limited ("YouTrain"), an independent training company delivering IT, digital and life sciences skills training in Scotland and North West England. The upfront purchase price was $4.9 million which was paid in cash at closing and a completion accounts payment of $0.2 million was paid to the sellers during the fourth quarter of 2017. The purchase price allocation for the acquisition includes $1.3 million of a customer-related intangible asset which is being amortized over five years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the Company. None of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired YouTrain business is included in the Workforce Excellence segment and the results of its operations have been included in the consolidated financial statements beginning September 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The acquired YouTrain business is included in our acquiring United Kingdom subsidiary and its functional currency is the British Pound Sterling.

CLS Performance Solutions Limited

On August 31, 2017, we acquired the business and certain assets of CLS Performance Solutions Limited ("CLS"), an independent provider of Enterprise Resource Planning (ERP) end user adoption and training services in the United Kingdom. The upfront purchase price was $0.4 million which was paid in cash at closing. In addition, the purchase agreement required up to an additional $2.2 million of consideration contingent upon the achievement of certain earnings targets during the twelve-month period following the completion of the acquisition. No contingent consideration was payable as the earnings target was not achieved for the twelve-month period subsequent to the acquisition. The purchase price allocation for the acquisition includes $0.3 million of a customer-related intangible asset which is being amortized over three years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the Company. None of the goodwill recorded for financial statement purposes is deductible for tax purposes. The acquired CLS business is included in the Business Transformation Services segment, and the results of its operations have been included in the consolidated financial statements beginning September 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The acquired CLS business is included in our acquiring United Kingdom subsidiary and its functional currency is the British Pound Sterling.

Emantras

Effective April 1, 2017, we acquired the business and certain assets of Emantras, a digital education company that provides engaging learning experiences and effective knowledge delivery through award-winning digital and mobile solutions with offices in Fremont, California and Chennai, India. This acquisition strengthens our eLearning development capabilities, allowing us to better serve our customer base with the latest digital learning solutions. The upfront purchase price was $3.2 million in cash. In addition, the purchase agreement required up to an additional $0.3 million of consideration, contingent upon the achievement of an earnings target during the twelve-month period following completion of the acquisition, plus a percentage of any earnings in excess of the specified earnings target. No contingent consideration was paid as the earnings target for the twelve-month period subsequent to the acquisition was not achieved. The purchase price allocation for the acquisition includes $0.8 million of a customer-related intangible asset which is being amortized over four years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the Company. The portion of the goodwill recorded for financial statement purposes that is deductible for tax purposes is $0.8 million. The acquired Emantras business is included in the Workforce Excellence segment, and the results of its operations have been included in the consolidated financial statements beginning April 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations. The India-based operations of the acquired Emantras business is included in our India subsidiary and its functional currency is the Indian Rupee.

McKinney Rogers

On February 1, 2017, we acquired the business and certain assets of McKinney Rogers, a provider of strategic consulting services with offices in New York and London. This acquisition expands our solutions offerings, giving us the ability to leverage McKinney Rogers' intellectual property and consulting methodologies to help our global client base meet strategic business goals. The upfront purchase price was $3.3 million in cash. In addition, the purchase agreement required up to an additional $18.0 million of consideration, $6.0 million of which was contingent upon the achievement of certain earnings targets during the five-month period ended April 30, 2017 and $12.0 million of which is contingent upon the achievement of certain earnings targets during the three twelve-month periods following completion of the acquisition. In 2017, we paid the seller $1.0 million in respect of the contingent consideration for the five-month period ended April 30, 2017. No contingent consideration was payable with respect to the two twelve-month periods following completion of the acquisition as the earnings targets were not achieved. In July 2019, we entered into an amendment to the asset purchase agreement that implemented certain changes, including the elimination of the third year earnout for the period ended January 31, 2020.

The purchase price allocation for the acquisition includes $2.7 million of a technology-related intangible asset and $0.7 million of a customer-related intangible asset which are both being amortized over five years and $0.1 million of a marketing-related intangible asset which is being amortized over three years from the acquisition date. The goodwill recognized is due to the expected synergies from combining the operations of the acquiree with the Company. The portion of the goodwill recorded for financial statement purposes that is deductible for tax purposes is $1.6 million. The acquired McKinney Rogers business is included in the Business Transformation Services segment, and the results of its operations have been included in the consolidated financial statements beginning February 1, 2017. The pro-forma impact of the acquisition is not material to our results of operations.

Contingent Consideration

Contingent consideration is recognized at fair value on the acquisition date and is re-measured each reporting period with subsequent adjustments recognized in the consolidated statement of operations. We estimate the fair value of contingent consideration liabilities using an appropriate valuation methodology, typically either an income-based approach or a simulation model, such as the Monte Carlo model, depending on the structure of the contingent consideration arrangement. Contingent consideration is valued using significant inputs that are not observable in the market which are defined as Level 3 inputs pursuant to fair value measurement accounting. We believe our estimates and assumptions are reasonable; however, there is significant judgment involved. At each reporting date, the contingent consideration obligation is revalued to estimated fair value, and changes in fair value subsequent to the acquisitions are reflected in income or expense in the consolidated statements of operations, and could cause a material impact to, and volatility in, our operating results. Changes in the fair value of contingent consideration obligations may result from changes in discount periods and rates and changes in the timing and amount of revenue and/or earnings projections.

Below is a summary of the changes in the recorded amount of contingent consideration liabilities from December 31, 2018 to December 31, 2019 for each acquisition (dollars in thousands):

Acquisition:	Liability as of Dec. 31, 2018	2019 Additions	Change in Fair Value of Contingent Consideration	Foreign Currency Translation	2019 Payments	Liability as of Dec. 31, 2019
IC Axon	$ 594	$ —	$ (594)	$ —	$ —	$ —
McKinney Rogers	83	—	(83)	—	—	—
	$ 677	$ —	$ (677)	$ —	$ —	$ —

As of December 31, 2019, there were no remaining contingent consideration liabilities. As of December 31, 2018, contingent consideration included in accounts payable and accrued expenses on the consolidated balance sheet totaled $0.6 million and we also had accrued contingent consideration totaling $0.1 million included in other long-term liabilities on the consolidated balance sheet which represented the portion of contingent consideration estimated to be payable greater than twelve months from the balance sheet date.

(4) Divestitures & Assets Held for Sale

Sale of Tuition Program Management Business

On October 1, 2019, we sold our tuition program management business pursuant to an Asset Purchase Agreement with Bright Horizons Children's Centers LLC (the "buyer"). The purchase price was $20.0 million which was paid on closing, other than $1.5 million which is being held in escrow to secure possible indemnification claims pursuant to the terms of an escrow agreement which expires October 1, 2020. An additional $0.1 million was paid to the buyer in January 2020 based on the final calculation of assumed liabilities as defined in the asset purchase agreement. We recognized a pre-tax gain of $12.1 million, net of $0.1 million of direct selling costs, on the sale of the business. The gain recorded represents the difference between the purchase price and the carrying value of the business, which primarily included goodwill of $7.7 million. The tuition program management business was part of the Workforce Excellence segment.

Sale of Alternative Fuels Division

Effective January 1, 2020, we sold our Alternative Fuels Division pursuant to an Asset Purchase Agreement with Cryogenic Industries, LLC. The purchase price is up to $6.0 million, subject to adjustment based on a final calculation of net working capital as defined in the asset purchase agreement. Of the total purchase consideration, we received an advance payment of $1.5 million on December 31, 2019 and the remaining upfront consideration of $3.5 million on January 2, 2020 based on the estimated net working capital. In addition, up to $0.5 million of the purchase price is subject to the achievement of certain milestones under an assigned contract through the period December 31, 2021. The purchase price adjustment for closing net working capital is expected to be finalized during the first quarter of 2020.

The major classes of assets and liabilities sold in connection with our Alternative Fuels Division included accounts receivable, net of $0.9 million, other current assets of $0.9 million, estimated goodwill of approximately $2.7 million, deferred revenue of $1.3 million and other current liabilities of $0.2 million as of December 31, 2019. The Alternative Fuels Division was part of the Workforce Excellence segment.

(5) Goodwill & Other Intangible Assets

Goodwill

Changes in the carrying amount of goodwill by reportable business segment for the years ended December 31, 2019 and 2018 were as follows (in thousands):

	Workforce Excellence	Business Transformation Services	Total
Net book value at January 1, 2018			
Goodwill	$ 114,814	$ 45,438	$ 160,252
Accumulated impairment losses	(9,050)	(6,367)	(15,417)
Total	105,764	39,071	144,835
2018 Activity:			
Acquisitions	21,613	14,033	35,646
Foreign currency translation	(3,459)	(898)	(4,357)
Net book value at December 31, 2018			
Goodwill	132,968	58,573	191,541
Accumulated impairment losses	(9,050)	(6,367)	(15,417)
Total	123,918	52,206	176,124
2019 Activity:			
Purchase accounting adjustments	—	1,327	1,327
Divestitures	(7,681)	—	(7,681)
Foreign currency translation	1,776	17	1,793
Net book value at December 31, 2019			
Goodwill	127,063	59,917	186,980
Accumulated impairment losses	(9,050)	(6,367)	(15,417)
Total	$ 118,013	$ 53,550	$ 171,563

Intangible Assets Subject to Amortization

Intangible assets with finite lives are subject to amortization over their estimated useful lives. The primary assets included in this category and their respective balances were as follows (in thousands):

December 31, 2019	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**
Customer relationships	$ 22,348	$ (7,473)	$ 14,875
Intellectual property and other	3,915	(2,446)	1,469
	$ 26,263	$ (9,919)	$ 16,344
December 31, 2018			
Customer relationships	$ 26,524	$ (8,547)	$ 17,977
Intellectual property and other	4,936	(1,980)	2,956
	$ 31,460	$ (10,527)	$ 20,933

Amortization expense for intangible assets was $5.0 million, $4.6 million and $4.0 million for the years ended December 31, 2019, 2018 and 2017, respectively. Estimated future amortization expense for intangible assets included in our consolidated balance sheet as of December 31, 2019 is as follows (in thousands):

Fiscal year ending:	
2020	$ 3,908
2021	3,290
2022	2,086
2023	1,852
2024	1,852
Thereafter	3,356
Total	$ 16,344

As of December 31, 2019, our intangible assets with definite lives had a weighted average remaining useful life of 5.7 years. We have no amortizable intangible assets with indefinite useful lives.

(6) Property, Plant and Equipment

Property, plant and equipment consisted of the following (in thousands):

	December 31,	
	2019	**2018**
Machinery, equipment and vehicles	$ 17,170	$ 18,121
Furniture and fixtures	3,530	3,779
Leasehold improvements	2,725	2,369
Buildings	321	311
	23,746	24,580
Accumulated depreciation and amortization	(17,943)	(18,721)
	$ 5,803	$ 5,859

Depreciation expense was $2.4 million, $2.2 million and $2.6 million for the years ended December 31, 2019, 2018 and 2017, respectively.

(7) Debt

On November 30, 2018, we entered into a Credit Agreement with PNC Bank, National Association, as administrative agent and a syndicate of lenders (the “Credit Agreement”), replacing the prior credit agreement with Wells Fargo dated December 21, 2016, as amended on April 28, 2018 and June 29, 2018 (the "Original Credit Agreement"). The Credit agreement provides for a revolving credit facility, which expires on November 29, 2023, and consists of: a revolving loan facility with a borrowing limit of $200 million, including a $20 million sublimit for foreign borrowings; an accordion feature allowing the Company to request increases in commitments to the credit facility by up to an additional $100 million; a $20 million letter of credit sublimit; and a swingline loan credit sublimit of $20 million. The obligations under the Credit Agreement are guaranteed by certain of the Company's subsidiaries (the "Guarantors"). As collateral security under the Credit Agreement and the guarantees thereof, the Company and the Guarantors have granted to the administrative agent, for the benefit of the lenders, a lien on, and first priority security interest in substantially all of their tangible and intangible assets. The proceeds of the Credit Agreement were used, in part, to repay in full all outstanding borrowings under the Original Credit Agreement, and additional proceeds of the revolving credit facility are expected to be used for working capital and other general corporate purposes of the Company and its subsidiaries, including the issuance of letters of credit and Permitted Acquisitions, as defined.

Borrowings under the Credit Agreement may be in the form of Base Rate loans or Euro-Rate loans, at the option of the borrowers, and bear interest at the Base Rate plus 0.25% to 1.25% or the Daily LIBOR Rate plus 1.25% to 2.25% respectively. Base Rate loans will bear interest at a fluctuating per annum Base Rate equal to the highest of (i) the Overnight Bank Funding Rate, plus 0.5%, (ii) the Prime Rate, and (iii) the Daily LIBOR Rate, plus 100 basis points (1.0%); plus an Applicable Margin. Determination of the Applicable Margin is based on a pricing grid that is generally dependent upon the Company's Leverage Ratio (as defined) as of the end of the fiscal quarter for which consolidated financial statements have been most recently delivered. We may prepay the revolving loan, in whole or in part, at any time without premium or penalty, subject to certain conditions.

The Credit Agreement contains customary representations, warranties and affirmative covenants. The Credit Agreement also contains customary negative covenants, subject to negotiated exceptions, including but not limited to: (i) liens, (ii) investments, (iii) indebtedness, (iv) significant corporate changes, including mergers and acquisitions, (v) dispositions, (vi) restricted payments, including stock dividends, and (vii) certain other restrictive agreements. The Credit Agreement also requires the Company to maintain compliance with the following financial covenants; (i) a maximum leverage ratio, and (ii) a minimum interest expense coverage ratio. On June 28, 2019 we entered into an amendment to the Credit Agreement that modified the maximum leverage ratio requirements for 2019. We were in compliance with each of these financial covenants under the Credit Agreement, as amended, as of December 31, 2019.

As of December 31, 2019, there were $82.9 million of borrowings outstanding and $25.8 million of available borrowings under the revolving loan facility based on our Leverage Ratio.

For the years ended December 31, 2019 and 2018, the weighted average interest rate on our borrowings was 4.5% and 4.0%, respectively. As of December 31, 2019, the fair value of our borrowings under the Credit Agreement approximated its carrying value as it bears interest at variable rates. There were $1.2 million of unamortized debt issue costs related to the Credit Agreement as of December 31, 2019 which are being amortized to interest expense over the term of the Credit Agreement and are included in Other Assets on our consolidated balance sheet.

(8) Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consisted of the following (in thousands):

	December 31,	
	2019	2018
Trade accounts payable	$ 37,792	$ 40,969
Accrued salaries, vacation and benefits	22,322	21,550
Other accrued expenses	28,517	28,372
Accrued contingent consideration	—	594
Negative cash book balance	3,701	1,769
	$ 92,332	$ 93,254

(9) Employee Benefit Plan

We offer the GP Retirement Savings Plan (the "Plan") to our employees in the United States. Eligible employees are automatically enrolled unless they elect to not participate in the Plan, and contributions begin as soon as administratively feasible after enrollment. The Plan permits pre-tax contributions to the Plan by participants pursuant to Section 401(k) of the Internal Revenue Code (IRC). We make matching contributions at our discretion. In 2019, 2018 and 2017, we contributed 219,427, 162,572, and 104,751 shares, respectively, of our common stock directly to the Plan which had a value of approximately $3.0 million, $3.0 million and $2.7 million, respectively, and is recognized as compensation expense in the consolidated statements of operations for matching contributions to the Plan.

We also maintain several defined contribution pension plans for our employees in the United States, United Kingdom and other countries. We contributed to these plans $2.7 million, $2.7 million and $2.5 million during the years ended December 31, 2019, 2018 and 2017, respectively.

(10) Income Taxes

The components of income before income taxes and income tax expense for the years ended December 31, 2019, 2018 and 2017 are as follows (in thousands):

	Years ended December 31,		
	2019	2018	2017
Income before income taxes:			
Domestic	$ 12,814	$ 5,577	$ 2,901
Foreign	9,555	9,186	16,788
Total income before income taxes	$ 22,369	$ 14,763	$ 19,689
Income tax expense (benefit):			
Current:			
Federal	$ 2,634	$ 388	$ 3,210
State and local	586	378	256
Foreign	5,046	3,285	3,645
Total current	8,266	4,051	7,111
Deferred:			
Federal	(338)	813	(241)
State and local	(99)	258	(176)
Foreign	(649)	(195)	104
Total deferred	(1,086)	876	(313)
Total income tax expense	$ 7,180	$ 4,927	$ 6,798

The provision for income taxes differs from the amount computed by applying the statutory federal income tax rate to income before income taxes. The sources and tax effects of the differences are as follows:

	December 31,		
	2019	2018	2017
Federal income tax rate	21.0%	21.0%	35.0%
State and local taxes net of federal benefit	3.0	1.9	0.2
Domestic production deduction	—	—	(1.1)
Valuation allowance	6.3	0.4	0.9
Foreign tax credits	(5.0)	—	—
Foreign tax rate differential	4.1	1.8	(8.8)
Permanent differences	3.5	2.7	(6.2)
Other	(1.0)	2.2	(1.8)
Global Intangible Low-taxed Income	0.2	1.5	—
Tax Cuts and Jobs Act of 2017	—	1.9	16.3
Effective tax rate	32.1%	33.4%	34.5%

The Tax Cuts and Jobs Act of 2017 created a requirement that Global Intangible Low-Taxed Income ("GILTI") earned by a controlled foreign corporation ("CFC") must be included in the gross income of the U.S. shareholder. The FASB Staff Q&A Topic 740, No. 5, "Accounting for Global Intangible Low-Taxed Income" states that an entity can make an accounting policy election to either recognize deferred taxes for temporary basis difference expected to reverse as GILTI in future years, or to provide for the tax expense related to GILTI in the year the tax is incurred as a period expense only. The Company has elected to account for GILTI as a current period expense when incurred.

Income tax expense was $7.2 million for the year ended December 31, 2019 compared to $4.9 million for the year ended December 31, 2018. Our effective income tax rate was 32.1% and 33.4% for the years ended December 31, 2019 and 2018, respectively. The decrease in the effective income tax rate compared to 2018 is primarily due to a change in the mix of income from higher to lower taxing jurisdiction.

Uncertain Tax Positions

As of December 31, 2019 and 2018, we had no uncertain tax positions reflected on our consolidated balance sheet. The Company files income tax returns in U.S. federal, state and local jurisdictions, and various non-U.S. jurisdictions, and is subject to audit by tax authorities in those jurisdictions. Tax years 2016 through 2019 remain open to examination by these tax jurisdictions, and earlier years remain open to examination in certain of these jurisdictions which have longer statutes of limitations.

Deferred Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for tax purposes. Significant components of our deferred tax assets and liabilities are as follows (in thousands):

	December 31,	
	2019	2018
Deferred tax assets:		
Allowance for doubtful accounts	$ 291	$ 531
Accrued liabilities and other	2,066	2,564
Stock-based compensation expense	297	296
Net federal, state and foreign operating loss carryforwards	2,825	1,953
Foreign tax credit carryforwards	1,379	266
Deferred tax assets	6,858	5,610
Valuation allowance on deferred tax assets	(4,025)	(1,385)
Deferred tax liabilities:		
Other	182	1,181
Intangible assets, property and equipment, principally due to difference in depreciation and amortization	8,969	10,784
Net deferred tax liabilities	$ (6,318)	$ (7,740)

As of December 31, 2019, we had foreign and U.S. state net operating loss carryforwards of $11.5 million for tax purposes, which will be available to offset future taxable income. If not used, these carryforwards will expire beginning in 2020.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets may not be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences are deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based upon these factors, management placed a valuation allowance of $4.0 million and $1.4 million as of the years ended December 31, 2019 and 2018, respectively, against certain deferred tax assets, including net operating loss carryforwards, due to the uncertainty of future profitability in foreign jurisdictions. Management believes it is more likely than not that the Company will realize the benefits of the remaining deferred tax assets.

Foreign Income

The 2017 Tax Act includes a mandatory one-time tax on accumulated earnings of foreign subsidiaries, and as a result, all previously unremitted earnings for which no U.S. deferred tax liability had been accrued have now been subject to U.S. tax. Notwithstanding the U.S. taxation of these amounts, we intend to continue to invest these earnings, as well as the capital invested in these subsidiaries, indefinitely outside of the U.S. and do not expect to incur any significant, additional taxes related to such amounts. The Company has not provided for any additional outside basis difference inherent in its foreign subsidiaries, as these amounts continue to be indefinitely reinvested in foreign operations. Determining the amount of unrecognized deferred tax liability related to any additional outside basis difference in these entities is not practicable.

(11) Restructuring

The following table shows the balances and activity for our restructuring liability (in thousands):

	Employee Severance and Related Benefits	Excess Facilities and Other Costs	Total
Liability as of December 31, 2018	$ 1,266	$ 591	$ 1,857
Additional restructuring charges	1,639	—	1,639
Reclassification to operating lease liabilities	—	(554)	(554)
Payments	(2,675)	(9)	(2,684)
Liability as of December 31, 2019	$ 230	$ 28	$ 258

In December 2017, we announced a new organizational structure and plan to improve operating results by increasing organic growth and reducing operating costs, and we initiated restructuring and transition activities to improve operational efficiency, reduce costs and better position the company to drive future revenue growth. These restructuring activities were completed by June 30, 2018. The total remaining liability under this restructuring plan was $0.1 million as of December 31, 2019 and $1.9 million as of December 31, 2018. As of December 31, 2019, $0.1 million is included in accounts payable and accrued expenses. As of December 31, 2018, $1.5 million was included in accounts payable and accrued expenses and $0.4 million was included in other noncurrent liabilities.

In connection with the acquisition of TTi Global, Inc. in December 2018, we initiated restructuring and transition activities in the first quarter of 2019 to reduce costs and eliminate redundant positions to realize synergies with the acquired business. For the year ended December 31, 2019, we recorded $1.6 million of restructuring charges in connection with these activities. The total remaining liability under these restructuring activities was $0.2 million as of December 31, 2019 which is included in accounts payable and accrued expenses. These restructuring activities were substantially complete as of December 31, 2019.

(12) Stock-Based Compensation

Under our 2011 Stock Incentive Plan (the "2011 Plan"), we may grant awards of non-qualified stock options, incentive stock options, restricted stock, stock units, performance shares, performance units and other incentives payable in cash or in shares of our common stock to officers, employees or members of the Board of Directors. We are authorized to grant an aggregate of 2,205,764 shares under the 2011 Plan. As of December 31, 2019, there were 827,855 shares available for issuance of future grants of awards under the 2011 Plan and 568,812 shares representing outstanding awards under the 2011 Plan. We may issue new shares or use shares held in treasury to deliver shares to employees for our equity grants or upon exercise of non-qualified stock options.

The following table summarizes the pre-tax stock-based compensation expense included in reported net income (in thousands):

	Years ended December 31,		
	2019	2018	2017
Cost of revenue	$ 1,995	$ 992	$ 2,832
General and administrative expenses	622	358	757
Total stock-based compensation expense	$ 2,617	$ 1,350	$ 3,589

We recognized a deferred income tax benefit of $0.4 million, $0.3 million and $1.2 million, respectively, during the years ended December 31, 2019, 2018, and 2017 associated with the compensation expense recognized in our consolidated financial statements. As of December 31, 2019, we had restricted stock units outstanding under these plans as discussed below.

Non-Qualified Stock Options

Non-qualified stock options are granted with an exercise price not less than the fair market value of our common stock at the date of grant, vest over a period up to ten years, and expire at various terms up to ten years from the date of grant. There were no outstanding stock options as of December 31, 2019. We received cash for the exercise price associated with stock options exercised of less than $0.1 million during the year ended December 31, 2018 and $0.1 million during the year ended December 31, 2017. During the year ended December 31, 2017, we settled 55,050 outstanding stock options held by our employees by issuing 13,482 fully vested shares which represented the fair value of those stock options upon settlement, net of required income tax withholdings. The total intrinsic value realized by participants on stock options exercised and/or settled was less than $0.1 million and $0.7 million during the years ended December 31, 2018 and 2017 respectively.

Restricted Stock Units

In addition to stock options, we issue restricted stock units to key employees and members of the Board of Directors based on meeting certain service goals. The stock units vest to the recipients at various dates, up to five years, based on fulfilling service requirements. We recognize the value of the market price of the underlying stock on the date of grant to compensation expense over the requisite service period. Upon vesting, the stock units are settled in shares of our common stock. Summarized share information for our restricted stock units is as follows:

	Year ended December 31, 2019	Weighted average grant date fair value
	(In shares)	*(In dollars)*
Outstanding and unvested, beginning of period	132,753	$ 20.91
Granted	132,394	15.52
Vested	(161,584)	18.00
Forfeited	(11,462)	21.53
Outstanding and unvested, end of period	92,101	$ 18.19

The total intrinsic value realized by participants upon the vesting of restricted stock units was $2.3 million, $1.3 million and $2.7 million during the years ended December 31, 2019, 2018 and 2017, respectively. As of December 31, 2019, we had unrecognized compensation cost of $1.8 million related to the unvested portion of our outstanding restricted stock units to be recognized over a weighted average remaining service period of 1.3 years. During the years ended December 31, 2019, 2018, and 2017, we realized excess income tax benefits (deficiencies) of $(0.1) million, $(0.3) million and $0.1 million respectively, related to stock option exercises or expirations and restricted stock vesting.

We have a long-term incentive program (LTIP) which provides for the issuance of performance-based stock units under the 2011 Plan to certain executives. Under the LTIP, a target level of equity compensation is set for each officer. Under the program, the Compensation Committee typically sets the performance-based goals within the first 90 days of each year. Vesting of the performance-based stock units (PSU's) is contingent upon the employee's continued employment and the Company's achievement of certain performance goals during a three-year performance period. The performance goals are established by the Compensation Committee for a three-year performance period based on certain financial targets. We recognize compensation expense, net of estimated forfeitures, for PSU's on a straight-line basis over the performance period based on the probable outcome of achievement of the financial targets. At the end of each reporting period, we estimate the number of PSU's expected to vest, based on the probability and extent to which the performance goals will be met, and take into account these estimates when calculating the expense for the period. If the number of shares expected to be earned changes during the performance period, we make a cumulative adjustment to compensation expense based on the revised number of shares expected to be earned.

Summarized share information for our performance-based restricted stock units is as follows:

	Year ended December 31, 2019	Weighted average grant date fair value
	(In shares)	*(In dollars)*
Outstanding and unvested, beginning of period	266,963	$ 23.80
Granted	270,572	15.41
Vested	—	—
Forfeited	(60,824)	26.66
Outstanding and unvested, end of period	476,711	$ 18.67

As of December 31, 2019, we had unrecognized compensation cost of $1.6 million related to the unvested portion of our outstanding performance-based restricted stock units to be recognized over a weighted average remaining service period of 2.0 years.

(13) Common Stock

The holders of common stock are entitled to one vote per share. As of December 31, 2019, there were 17,032,666 shares of common stock issued and outstanding. In addition, as of December 31, 2019, there were 568,812 shares reserved for issuance under outstanding equity compensation awards for unvested restricted stock units and an additional 827,855 shares available for issuance for future grants of awards under the 2011 Plan.

Stock Repurchase Program

We have a share repurchase program under which we may repurchase shares of our common stock from time to time in the open market, subject to prevailing business and market conditions and other factors. During the year ended December 31, 2019 we did not repurchase shares and during the years ended December 31, 2018 and 2017, we repurchased approximately 354,000 and 182,000 shares, respectively, of our common stock in the open market for a total cost of approximately $8.0 million and $4.3 million, respectively. As of December 31, 2019, there was approximately $3.8 million available for future repurchases under the buyback program. There is no expiration date for the repurchase program.

Securities Purchase Agreement

On December 30, 2009, we entered into a Securities Purchase Agreement (the "Purchase Agreement") with a single accredited investor, Sagard Capital Partners, L.P. ("Sagard"), pursuant to which we sold to Sagard, in a private placement, an aggregate of 2,857,143 shares (the "Shares") of our common stock, par value $0.01, at a price of $7.00 per share (the "Offering"), for an aggregate purchase price of $20.0 million. The Offering closed on December 30, 2009. The Purchase Agreement prohibits Sagard from acquiring beneficial ownership of more than 23% of our common stock (calculated on a fully diluted basis). As of December 31, 2019, Sagard beneficially owned 3,639,367 shares or 21.4% of our outstanding common stock.

In connection with the Offering, on December 30, 2009, we entered into a Registration Rights Agreement (the "Registration Rights Agreement") with Sagard. Pursuant to the Registration Rights Agreement, we filed a registration statement with the Securities and Exchange Commission (the "SEC") for purposes of registering the resale of the Shares and any shares of common stock issued pursuant to the preemptive rights under Section 4(l) of the Purchase Agreement (or any shares of common stock issuable upon exercise, conversion or exchange of securities issued pursuant to the preemptive rights). We filed the registration statement with the SEC on September 27, 2010 and it was declared effective by the SEC on October 8, 2010. If we fail to meet filing or effectiveness deadlines with respect to any additional registration statements required by the Registration Rights Agreement, or fail to keep any registration statements continuously effective (with limited exceptions), we will be obligated to pay to the holders of the Shares liquidated damages in the amount of 1% of the purchase price for the Shares per month, up to a maximum of $2.4 million. We also agreed, among other things, to indemnify the selling holders under the registration statements from certain liabilities and to pay all fees and expenses (excluding underwriting discounts and selling commissions and all legal fees of the selling holders in excess of $25,000) incident to our obligations under the Registration Rights Agreement.

(14) Leases

We determine at its inception whether an arrangement that provides us control over the use of an asset is a lease. We recognize at lease commencement a right-of-use (ROU) asset and lease liability based on the present value of the future lease payments over the lease term. We have elected not to recognize a ROU asset and lease liability for leases with terms of 12 months or less. Certain of our leases include options to extend the term of the lease or to terminate the lease prior to the end of the initial term. When it is reasonably certain that we will exercise the option, we include the impact of the option in the lease term for purposes of determining total future lease payments. As most of our lease agreements do not explicitly state the discount rate implicit in the lease, we use our incremental borrowing rate on the commencement date to calculate the present value of future payments.

Some of our leases include future rent escalations that are based on the Consumer Price Index (CPI) or other similar indices. These future rent escalations are not included in the calculation of the ROU asset and lease liability because they be cannot be forecasted at the lease inception date. These are considered variable lease payments and are expensed as incurred. In addition to the present value of the future lease payments, the calculation of the ROU asset also includes any lease pre-payments and initial direct costs of obtaining the lease, such as commissions.

In addition to the base rent, real estate leases typically contain provisions for common-area maintenance and other similar services, which are considered non-lease components for accounting purposes. For our real estate leases, we apply a practical expedient to include these non-lease components in calculating the ROU asset and lease liability. For all other types of leases, non-lease components are excluded from our ROU assets and lease liabilities and expensed as incurred.

We have operating leases for office facilities, vehicles and computer and office equipment. We do not have any material finance leases.

Lease expense is included in Cost of Revenue and General & Administrative Expenses on the consolidated statements of operations, and is recorded net of immaterial sublease income. The components of lease expense were as follows (in thousands):

	Year Ended December 31, 2019
Operating lease cost	$ 9,148
Short-term lease cost	1,695
Total lease costs	$ 10,843

Supplemental information related to leases was as follows (dollars in thousands):

	Year Ended December 31, 2019
Operating lease right-of-use assets	$ 27,251
Current portion of operating lease liabilities	$ 7,871
Non-current portion of operating lease liabilities	22,159
Total operating lease liabilities	$ 30,030
Cash paid for amounts included in the measurement of operating lease liabilities	$ 10,137
Right-of-use assets obtained in exchange for operating lease liabilities	$ 4,353
Weighted-average remaining lease term for operating leases (years)	5.5 years
Weighted-average discount rate for operating leases	4.7%

The following is a reconciliation of future undiscounted cash flows to the operating lease liabilities on our consolidated balance sheet as of December 31, 2019 (in thousands):

Year ended December 31,		
2020	$	8,411
2021		6,583
2022		5,120
2023		4,276
2024		3,992
Thereafter		6,060
Total future lease payments		34,442
Less: imputed interest		(4,412)
Present value of future lease payments		30,030
Less: current portion of lease liabilities		(7,871)
Long-term lease liabilities	$	22,159

Under Topic 840, our future minimum payments for all operating lease obligations as of December 31, 2018 were as follows (in thousands):

Year ended December 31,		
2019	$	10,646
2020		7,833
2021		5,520
2022		4,528
2023		3,898
Thereafter		8,671
Total	$	41,096

Rent expense was approximately $10.9 million and $11.0 million for the years ended December, 31, 2018 and 2017, respectively.

(15) Business Segments

As of December 31, 2019, we operated through two reportable business segments: (i) Workforce Excellence and (ii) Business Transformation Services. We are organized into two operating segments aligned by complementary service lines and supported by a business development organization aligned by industry sector. Each of our two reportable segments represents an operating segment under ASC Topic 280, *Segment Reporting*. We test our goodwill at the reporting unit level, or one level below an operating segment, under ASC Topic 350, *Intangibles - Goodwill and Other*. We have four reporting units for purposes of goodwill impairment testing, which represent our four practices which are one level below our operating segments, as discussed below.

Our two segments each consist of two global practice areas which are focused on providing similar and/or complementary products and services across our diverse customer base and within targeted markets. Within each practice are various service lines having specific areas of expertise. Marketing and communications, sales, accounting, finance, legal, human resources, information systems and other administrative services are organized at the corporate level. Business development and sales resources are aligned by industry sector to support existing customer accounts and new customer development across both segments. Further information regarding our business segments is discussed below.

Workforce Excellence. The Workforce Excellence segment advises and partners with leading organizations in designing, implementing, operating and supporting their talent management and workforce strategies, enabling them to gain greater competitive edge in their markets. This segment consists of two practices:

- **Managed Learning Services** - this practice focuses on creating value for our customers by delivering a suite of talent management and learning design, development, operational and support services that can be delivered as large scale outsourcing arrangements, managed services contracts and project-based service engagements. The Managed Learning Services offerings include strategic learning and development consulting services, digital learning content design and development solutions and a suite of managed learning operations services, including: managed facilitation and delivery, managed training administration and logistics, help desk support, event management and vendor management.

- **Engineering & Technical Services** - this practice focuses on capital intensive, inherently hazardous and/or highly complex technical services in support of both U.S. government and global commercial industries. Our products and services include design, development and delivery of technical work-based learning, CapEx (plant launch) initiatives, engineering design and construction management, fabrication, and management services, operational excellence consulting, chemical demilitarization services, homeland security services, emergency management support services along with all forms of technical documentation. We deliver world-class asset management and performance improvement consulting to a host of industries. Our proprietary EtaPRO® Performance and Condition Monitoring System provides a suite of real-time digital solutions for hundreds of facilities and is installed in power-generating units around the world. We also provide thousands of technical courses in a web-based off-the-shelf delivery format through our GPiLEARN+™ portal.

Business Transformation Services. The Business Transformation Services segment works with organizations to execute complex business strategies by linking business systems, processes and workforce performance to clear and measurable results. We have a holistic methodology to establishing direction and closing the gap between strategy and execution. Our approach equips business leaders and teams with the tools and capability to deliver high-performance results. This segment consists of two practices:

- **Sales Enablement** - this practice provides custom product sales training and service technical training, primarily to automotive manufacturers, designed to better educate customer salesforces as well as service technicians with respect to new product features and designs, in effect rapidly increasing the salesforce and technician knowledge base and enabling them to address retail customer needs. Furthermore, this segment helps our clients assess their customer relationship marketing strategy and connect with their customers on a one-to-one basis, including custom print and digital publications. We have been a custom product sales and service technical training provider and leader in serving manufacturing customers in the U.S. automotive industry for over 40 years.

- **Organizational Development** - this practice works with organizations to design and execute an integrated people performance system. This translates to helping organizations set strategy, carry that strategy through every level of the organization and ensure that their people have the right skills, knowledge, tools, processes and technology to enable transformation and achieve business results. Solutions include strategy, leadership, employee engagement and culture consulting, enterprise technology implementation and adoption solutions, and organization design and business performance consulting.

We do not allocate the following items to the segments: general & administrative expenses, sales & marketing expenses, restructuring charges, other income (expense), interest expense, gain on change in fair value of contingent consideration, net and income tax expense.

The following table sets forth the revenue and operating results attributable to each reportable segment and includes a reconciliation of segment revenue to consolidated revenue and operating results to consolidated income before income tax expense (in thousands):

	Years ended December 31,		
	2019	2018	2017
Revenue:			
Workforce Excellence	$ 329,795	$ 316,814	$ 308,259
Business Transformation Services	253,495	198,346	200,949
	$ 583,290	$ 515,160	$ 509,208
Gross Profit:			
Workforce Excellence	$ 55,855	$ 50,875	$ 52,958
Business Transformation Services	33,358	26,868	29,069
Total gross profit	89,213	77,743	82,027
General and administrative expenses	64,492	54,848	55,753
Sales and marketing expenses	7,875	4,798	1,666
Restructuring charges	1,639	2,930	3,317
Gain on change in fair value of contingent consideration, net	677	4,438	1,620
Gain on sale of business	12,126	—	—
Operating income	28,010	19,605	22,911
Interest expense	6,058	2,945	3,132
Other income (expense)	417	(1,897)	(90)
Income before income tax expense	$ 22,369	$ 14,763	$ 19,689

Additional information relating to our business segments is as follows (in thousands):

	December 31,	
	2019	2018
Identifiable assets:		
Workforce Excellence	$ 290,465	$ 283,039
Business Transformation Services	158,437	151,699
Total assets	$ 448,902	$ 434,738

Corporate and other assets which consist primarily of cash, other assets, and deferred tax assets and liabilities are allocated to the segments based on their respective percentage of consolidated revenues.

	Years ended December 31,		
	2019	2018	2017
Additions to property, plant and equipment:			
Workforce Excellence	$ 1,657	$ 1,321	$ 1,609
Business Transformation Services	395	625	184
Corporate and other	263	888	941
	$ 2,315	$ 2,834	$ 2,734
Depreciation and amortization:			
Workforce Excellence	$ 3,865	$ 3,664	$ 2,643
Business Transformation Services	3,641	2,827	2,770
Corporate and other	1,976	1,430	1,561
	$ 9,482	$ 7,921	$ 6,974

Information about our revenue in different geographic regions, which is attributable to our operations located primarily in the United States, United Kingdom and other countries is as follows (in thousands):

	Years ended December 31,		
	2019	2018	2017
United States	$ 374,017	$ 344,720	$ 350,632
United Kingdom	86,511	92,059	100,466
Other	122,762	78,381	58,110
	$ 583,290	$ 515,160	$ 509,208

Information about our total assets in different geographic regions is as follows (in thousands):

	December 31,	
	2019	2018
United States	$ 255,649	$ 248,657
United Kingdom	72,939	72,048
Canada	43,503	41,974
Other	76,811	72,059
	$ 448,902	$ 434,738

(16) Fair Value Measurements

Our financial instruments measured at fair value include contingent consideration in connection with business combinations. The following table summarizes the financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2019 and 2018, and the level they fall within the fair value hierarchy (in thousands):

Financial Instrument	Financial Statement Classification	Fair Value Hierarchy	Fair Value December 31, 2019	Fair Value December 31, 2018
Contingent consideration	Accounts payable and accrued expenses	Level 3	$ —	$ 594
Contingent consideration	Other noncurrent liabilities	Level 3	—	83

(17) Commitments, Guarantees, and Contingencies

As of December 31, 2019, we had outstanding letters of credit totaling $0.1 million, which expire in 2022. In addition, as of December 31, 2019, we had three outstanding performance bonds totaling $12.4 million primarily for contracts in our alternative fuels business.

(18) Quarterly Information (unaudited)

Our quarterly financial information has not been audited but, in management's opinion, includes all adjustments necessary for a fair presentation.

(In thousands)	Three months ended				Year ended
2019	**March 31**	**June 30**	**September 30**	**December 31**	**December 31**
Revenue	$ 139,473	$ 149,413	$ 139,005	$ 155,399	$ 583,290
Gross profit	21,278	22,959	21,667	23,309	89,213
Net income	334	3,219	2,141	9,495 (a)	15,189
Earnings per share:					
Basic	$ 0.02	$ 0.19	$ 0.13	$ 0.56	$ 0.90
Diluted	$ 0.02	$ 0.19	$ 0.13	$ 0.56	$ 0.90
2018					
Revenue	$ 125,032	$ 133,691	$ 123,566	$ 132,871	$ 515,160
Gross profit	17,679	22,573	19,199	18,292	77,743
Net income	2,632	3,575	3,244	385	9,836
Earnings per share:					
Basic	$ 0.16	$ 0.22	$ 0.20	$ 0.02	$ 0.59
Diluted	$ 0.16	$ 0.22	$ 0.20	$ 0.02	$ 0.59

The sum of the quarterly earnings per share amounts may not equal the total for the year due to the effects of rounding and dilution as a result of issuing common shares during the year.

(a) Includes a $12.1 million pre-tax gain on the sale of our tuition program management business on October 1, 2019 which is described more fully in Note 4 to the Consolidated Financial Statements.

Item 9: Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A: Controls and Procedures

Disclosure Controls and Procedures

As required by Rule 13a-15(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended, we have evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report.

Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective due to material weaknesses in our internal control over financial reporting, which are described below under "Management's Annual Report on Internal Control Over Financial Reporting."

As a result of the material weaknesses identified, we performed additional analysis and other post-closing procedures intended to ensure that our consolidated financial statements were prepared in accordance with U.S. GAAP. Accordingly, management believes that the consolidated financial statements and related notes thereto included in this Annual Report on Form 10-K fairly present, in all material respects, the Company's financial condition, results of operations and cash flows for the periods presented.

Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon the evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were not effective as of December 31, 2019 at the reasonable assurance level due to the material weaknesses described below. Notwithstanding these material weaknesses, management concluded that the consolidated financial statements included in this Annual Report present fairly, in all material respects, the financial position of the Company at December 31, 2019 in conformity with GAAP and our external auditors have issued an unqualified opinion on our consolidated financial statements as of and for the year ended December 31, 2019.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Exchange Act Rule 13a-15(f). Internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that: (1) Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Internal control over financial reporting has inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements will not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, and with the oversight of our Board of Directors, we conducted an evaluation of internal control over financial reporting as of December 31, 2019 based on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control - Integrated Framework (2013)* ("COSO Framework"). As a result of our evaluation, we identified the following material weaknesses related to financial processing and enterprise resource planning (ERP) systems management:

Our risk assessment process was not effective in considering changes to the business operations, personnel and other factors affecting certain financial reporting processes, and we did not have sufficient resources available to perform the risk assessment process and implement controls in the requisite timeframe. This resulted in:

- Ineffective program change management controls over program and data changes affecting the ERP financial IT applications. Specifically, the change management process was not designed properly to demonstrate the completeness and approval of all configuration changes that have occurred. The related detective control to monitor changes was not implemented. Also, the control over access to migrate changes into the production environment was determined to be ineffective.

- Ineffective user access controls to adequately restrict user access to financial applications and related data commensurate with job responsibilities. Management did not perform appropriate user access reviews.

- Ineffective general information technology controls over the ERP system resulting in ineffective manual controls that are dependent upon the completeness and accuracy of information derived from the ERP system. This includes automated and manual controls over all significant accounts presented in the consolidated financial statements.

- Ineffective risk assessment to ensure controls were designed and implemented to respond to the risks within the revenue and human resources processes company-wide as well as other processes specific to only TTi Global, Inc., which was acquired on November 30, 2018.

Certain of these control deficiencies resulted in immaterial and material misstatements to the preliminary consolidated financial statements that were corrected in the audited consolidated financial statements prior to the release of our annual report in Form 10-K. These control deficiencies create a reasonable possibility that a material misstatement to the consolidated financial statements will not be prevented or detected on a timely basis. Accordingly, we have concluded that our internal control over financial reporting is not effective as of December 31, 2019.

KPMG LLP, an independent registered public accounting firm, has audited the Company's consolidated financial statements and has issued an adverse report on the effectiveness of internal control over financial reporting, which is included on page 44 in this Form 10-K.

Remediation Plan

Management has been implementing and continues to implement measures designed to ensure that control deficiencies contributing to the material weaknesses are remediated. The remediation actions include:

Risk Assessment Activities: ensuring appropriate internal and external resources are assigned to identify risks, changes, and other factors affecting business operations and financial reporting processes, and improving accountability of process owners and control operators.

Logical Access: during 2019, we redesigned user access roles to address segregation of duties conflicts. We are implementing timely logical access reviews to ensure appropriate assignment to user access roles and performing additional reviews over user roles.

Program Change Management: ensuring that change management review controls are fully refined and implemented; testing and approving configuration changes prior to promotion to the ERP system; validating that configuration of reports utilized in control are complete and accurate; completing manual reviews of transactions to ensure processing and reporting of data is complete and accurate.

Additionally, we continue to enhance internal training programs to improve the knowledge of our personnel and to reduce our dependency on external service providers, to improve processes, and to emphasize the importance of IT general controls in the Company's internal control over financial reporting. We are providing timely reporting to the Audit Committee of the Board of Directors of results of remediation efforts.

We believe that these actions will remediate the material weaknesses. The weaknesses will not be considered remediated, however, until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively.

Changes in Internal Control Over Financial Reporting

Except for the material weaknesses that were identified in fourth quarter but that arose earlier in 2019, there have been no changes in our internal control over financial reporting during the year ended December 31, 2019 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B: Other Information

None.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

The additional information required by this item will be either set forth under the *Election of Directors* section in the Proxy Statement for the 2020 Annual Meeting of Shareholders and incorporated herein by reference or provided in an amendment to this Form 10-K to be filed no later than April 29, 2020.

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Exchange Act requires our officers and directors, and persons who own more than 10% of a registered class of our securities, to file reports of ownership and changes in ownership with the Securities and Exchange Commission ("SEC") and the New York Stock Exchange ("NYSE"), and to furnish us with such reports. Based solely on a review of copies of such reports for 2019, we believe that during 2019 all reports applicable to our officers, directors and greater than 10% beneficial owners were filed on a timely basis, with the exception of six Form 4's reporting our quarterly share issuance to our directors which were filed two days late.

Item 11. Executive Compensation

The information required by this item will be either set forth under the *Executive Compensation* section in the Proxy Statement for the 2020 Annual Meeting of Shareholders and incorporated herein by reference or provided in an amendment to this Form 10-K to be filed no later than April 29, 2020.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The additional information required by this item will be either set forth under the *Principal Stockholders* and *Security Ownership of Directors and Named Executive Officers* sections in the Proxy Statement for the 2020 Annual Meeting of Stockholders and incorporated herein by reference or provided in an amendment to this Form 10-K to be filed no later than April 29, 2020.

Equity Compensation Plan information as of December 31, 2019

Plan category:		
Equity compensation plans not approved by security holders:		
(a) Number of securities to be issued upon exercise of outstanding options		—
(b) Weighted average exercise price of outstanding options	$	—
(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in row (a))		—
Equity compensation plans approved by security holders:		
(a) Number of securities to be issued upon exercise of outstanding options		—
(b) Weighted average exercise price of outstanding options	$	—
(c) Number of securities remaining available for future issuance under equity compensation plans		827,855

For a description of the material terms of our stock-based compensation plans, see Note 12 to the Consolidated Financial Statements in Item 8 of this report.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item will be either set forth in the *Certain Relationships and Related Transactions* section of the Proxy Statement for the 2020 Annual Meeting of Shareholders and incorporated herein by reference or provided in an amendment to this Form 10-K to be filed no later than April 29, 2020.

Item 14. Principal Accounting Fees and Services

The information required by this item will be either set forth in the *Ratification of Independent Registered Public Accounting Firm* section of the Proxy Statement for the 2020 Annual Meeting of Shareholders and incorporated herein by reference or provided in an amendment to this Form 10-K to be filed no later than April 29, 2020.

Part IV

Item 15: Exhibits and Financial Statement Schedules

(a) The following documents are filed as a part of this Report:

(1) Financial Statements of GP Strategies Corporation and Subsidiaries (Part II, Item 8):

Reports of Independent Registered Public Accounting Firm

Consolidated Balance Sheets – December 31, 2019 and 2018

Consolidated Statements of Operations – Years ended December 31, 2019, 2018 and 2017

Consolidated Statements of Comprehensive Income – Years ended December 31, 2019, 2018 and 2017

Consolidated Statements of Stockholders' Equity – Years ended December 31, 2019, 2018 and 2017

Consolidated Statements of Cash Flows – Years ended December 31, 2019, 2018 and 2017

Notes to Consolidated Financial Statements

(2) Financial Statement Schedules:

Other financial statement schedules are omitted because they are not required or applicable, or the required information is shown in the financial statements or notes thereto, or contained in this report.

(3) Exhibits required by Item 601 of Regulation S-K.

Exhibit number	
3.1	Composite of the Restated Certificate of Incorporation of GP Strategies Corporation including all amendments through December 31, 2011. Incorporated herein by reference to Exhibit 3.1 of GP Strategies Corporation's Form 8-K filed on January 3, 2012.
3.2	GP Strategies Corporation Amended and Restated By-Laws, including all amendments through August 8, 2017. Incorporated herein by reference to Exhibit 3.1 of GP Strategies Corporation's Form 8-K filed on August 14, 2017.
4.1	Description of Securities.*
10.1	Employment Agreement, dated as of July 1, 1999, between GP Strategies Corporation's and Scott N. Greenberg. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 10-Q for the quarter ended September 30, 1999.
10.2	Amendment, dated January 21, 2005, to Employment Agreement dated as of July 1, 1999 between GP Strategies Corporation and Scott N. Greenberg. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on January 25, 2005.
10.3	Amendment, dated June 20, 2007, to Employment Agreement dated as of July 1, 1999 between GP Strategies Corporation and Scott N. Greenberg. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on June 26, 2007.
10.4	Amendment, dated December 30, 2008, to Employment Agreement by and between GP Strategies Corporation and Scott N. Greenberg dated July 1, 1999. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on January 6, 2009.

10.5	Amendment, dated December 30, 2009, to Employment Agreement by and between GP Strategies Corporation and Scott N. Greenberg dated July 1, 1999. Incorporated herein by reference to Exhibit 10.3 to GP Strategies Corporation's Form 8-K filed December 31, 2009.
10.6	Amendment, dated December 30, 2011, to Employment Agreement dated as of July 1, 1999 between General Physics Corporation and Scott N. Greenberg. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on January 3, 2012.
10.7	Form of Employment Agreement between General Physics Corporation and certain of its executive vice presidents. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on October 4, 2007.
10.8	Form of Employment Agreement between General Physics Corporation and certain of its senior vice presidents. Incorporated herein by reference to Exhibit 10.4 of GP Strategies Corporation's Form 10-Q for the quarter ended September 30, 2007.
10.9	Amendment, dated December 30, 2011, to Form of Employment Agreement between General Physics Corporation and certain of its executive officers. Incorporated herein by reference to Exhibit 10.3 of GP Strategies Corporation's Form 8-K filed on January 3, 2012.
10.10	Form of Stock Unit Agreement between GP Strategies Corporation and certain officers, dated November 7, 2008. Incorporated herein by reference to Exhibit 10.15 of GP Strategies Corporation's Form 10-K for the year ended December 31, 2008.
10.11	Lease Agreement, entered into as of February 28, 2013 by and between 70 CC, LLC, a Delaware limited liability company ("Landlord") and GP Strategies Corporation, a Delaware corporation ("Tenant"). Incorporated herein by reference to Exhibit 10.1 to GP Strategies Corporation's Form 8-K filed on March 5, 2013.
10.12	Securities Purchase Agreement, dated as of December 30, 2009, between GP Strategies Corporation and Sagard Capital Partners, L.P. Incorporated herein by reference to Exhibit 10.1 to GP Strategies Corporation's Form 8-K filed December 31, 2009.
10.13	Amendment, dated December 30, 2011, to Securities Purchase Agreement, dated as of December 30, 2009, between GP Strategies Corporation and Sagard Capital Partners, L.P. Incorporated herein by reference to Exhibit 10.4 of GP Strategies Corporation's Form 8-K filed on January 3, 2012.
10.14	Registration Rights Agreement, dated as of December 30, 2009, between GP Strategies Corporation and Sagard Capital Partners, L.P. Incorporated herein by reference to Exhibit 10.2 to GP Strategies Corporation's Form 8-K filed December 31, 2009.
10.15	Code of Ethics Policy. Incorporated herein by reference to Exhibit 14.1 of GP Strategies Corporation's Form 10-K for the year ended December 31, 2003.
10.16	Form of Indemnification Agreement. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K dated December 23, 2005.
10.17	Employment Agreement by and between the Company and Adam H. Stedham dated August 2, 2018. Incorporated herein by reference to Exhibit 10.1 to GP Strategies Corporation's Form 8-K filed August 8, 2018.
10.18	Long Term Incentive Plan adopted on April 20, 2018. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 10-Q for the quarter ended June 30, 2018.
10.19	Short Term Incentive Plan adopted on August 8, 2018. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 10-Q for the quarter ended September 30, 2018.
10.20	Further Amended and Restated Agreement by and between HSBC Global Services (UK) Limited and GP Strategies Limited relating to the Provision of Global Learnings Services, dated as of November 5, 2018. Incorporated herein by reference to Exhibit 10.39 of GP Strategies Corporation's Form 10-K for the year ended December, 31, 2018.
10.21	Credit Agreement by and among GP Strategies Corporation, General Physics (UK) Ltd., GP Strategies Holdings Limited, GP Strategies Limited and GP Strategies Training Limited, as Borrowers, and the Guarantors party hereto and the lenders party hereto and PNC Bank, National Association, as Administrative Agent, dated as of November 30, 2018. Incorporated herein by reference to Exhibit 10.40 of GP Strategies Corporation's Form 10-K for the year ended December, 31, 2018.
10.22	Share purchase agreement by and among GP Strategies Corporation, as Buyer, TTi Global, Inc., as the Company, the Lori A. Blaker Trust dated October 4, 2000, as amended, and Lori A. Blaker, as Sellers, and Lori A. Blaker, as Sellers' Representative, dated November 30, 2018. Incorporated herein by reference to Exhibit 10.41 of GP Strategies Corporation's Form 10-K for the year ended December, 31, 2018.

10.23	First Amendment to Credit Agreement, dated April 1, 2019, by and among GP Strategies Corporation, General Physics (UK) Ltd., GP Strategies Holdings Limited, GP Strategies Limited and GP Strategies Training Limited, as Borrowers, and the Guarantors party hereto and the lenders party hereto and PNC Bank, National Association, as Administrative Agent, dated as of November 30, 2018. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 10-Q for the quarter ended March 31, 2019.
10.24	Second Amendment to Credit Agreement, dated June 28, 2019, by and among GP Strategies Corporation, General Physics (UK) Ltd., GP Strategies Holdings Limited, GP Strategies Limited, GP Strategies Training Limited and TTi Global, Inc., as Borrowers, and the Guarantors party hereto and the lenders party hereto and PNC Bank, National Association, as Administrative Agent, dated as of November 30, 2018. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 10-Q for the quarter ended June 30, 2019.
10.25	GP Strategies Corporation 2011 Stock Incentive Plan, As Amended. Incorporated herein by reference to Appendix A of the Registrant’s Form DEF 14A filed on June 25, 2019.
10.26	GP Strategies Corporation 2018 Amended Long Term Incentive Plan, as amended January 10, 2020. Incorporated herein by reference to Exhibit 10.1 of GP Strategies Corporation's Form 8-K filed on January 16, 2020.
10.27	Third Amendment to Credit Agreement, dated June 28, 2019, by and among GP Strategies Corporation, General Physics (UK) Ltd., GP Strategies Holdings Limited, GP Strategies Limited, GP Strategies Training Limited and TTi Global, Inc., as Borrowers, and the Guarantors party hereto and the lenders party hereto and PNC Bank, National Association, as Administrative Agent, dated as of December 24, 2019. *
10.28	Employment Agreement between GP Strategies Corporation and Russell Becker. *
10.29	Employment Agreement between GP Strategies Corporation and Patricia Begley. *
10.30	Form of Performance-Based Restricted Stock Unit Agreement. *
21	Subsidiaries of GP Strategies Corporation*
23	Consent of KPMG LLP, Independent Registered Public Accounting Firm*
31.1	Certification of Chief Executive Officer*
31.2	Certification of Chief Financial Officer*
32.1	Certification Pursuant to Section 18 U.S.C. Section 1350*
101	The following materials from GP Strategies Corporation’s Annual Report on Form 10-K for the year ended December 31, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Operations; (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Stockholders’ Equity; (v) Consolidated Statements of Cash Flows; and (vi) Notes to Consolidated Financial Statements.*

* Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

GP STRATEGIES CORPORATION

Dated: March 10, 2020

By /s/ Scott N. Greenberg
Scott N. Greenberg
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ Scott N. Greenberg Scott N. Greenberg	Chairman of the Board & Chief Executive Officer (Principal Executive Officer and Director)	March 10, 2020
/s/ Michael R. Dugan Michael R. Dugan	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 10, 2020
/s/ Samuel D. Robinson Samuel D. Robinson	Lead Independent Director	March 10, 2020
/s/ Tamar Elkeles Tamar Elkeles	Director	March 10, 2020
/s/ Marshall S. Geller Marshall S. Geller	Director	March 10, 2020
/s/ Steven E. Koonin Steven E. Koonin	Director	March 10, 2020
/s/ Jacques Manardo Jacques Manardo	Director	March 10, 2020
/s/ Richard C. Pfenniger, Jr. Richard C. Pfenniger, Jr.	Director	March 10, 2020

DESCRIPTION OF SECURITIES

The following is a brief description of the securities of GP Strategies Corporation (the "Company" or "we," "us" or "our") registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This description of the terms of our stock does not purport to be complete and is subject to and qualified in its entirety by reference to the applicable provisions of Delaware General Corporation Law ("DGCL"), and the full text of our certificate of incorporation and bylaws as currently in effect, which are filed as Exhibits 3.1 and 3.2, respectively, to our Annual Report on Form 10-K. We encourage you to read that law and those documents carefully.

General

Under our certificate of incorporation we are authorized to issue 35,000,000 shares of common stock, of which 17,080,664 shares were issued and outstanding as of February 25, 2020, and 10,000,000 shares of preferred stock, of which no such shares were issued and outstanding as of February 25, 2020.

As of December 31, 2019 and the date hereof, our common stock is the only class of our securities registered under Section 12 of the Exchange Act. Listing. Our outstanding shares of common stock are listed on the New York Stock Exchange under the symbol "GPX." Any additional shares of common stock we issue will also be listed on the New York Stock Exchange upon official notice of issuance.

Common Stock

Voting Rights.

Each stockholder of record is entitled to one vote for each outstanding share of our common stock owned by that stockholder on every matter properly submitted to the stockholders for their vote. The holders of such shares will possess the exclusive voting power, subject to the rights of the holders of shares of preferred stock, if any, that may be outstanding. No shares of preferred stock are currently outstanding.

The vote of a majority of the votes cast at a meeting at which a quorum is present is sufficient to approve any matter which properly comes before a meeting, other than the election of directors or unless a different vote is required by a provision of our certificate of incorporation or by-laws, or applicable law or rules or regulations of any stock exchange. In uncontested elections of directors, the affirmative vote of a majority of the total votes cast as to a director nominee is sufficient to elect such director nominee. In contested elections, a plurality of votes cast is required for the election of a director. There is no cumulative voting in the election of directors, which means that the holders of a majority of the outstanding shares of our common stock can elect all of the directors then standing for election, and the holders of the remaining shares will not be able to elect any directors.

Dividends.

After satisfaction of the dividend rights of holders of preferred stock, if any, holders of common stock are entitled to any dividend declared by our board of directors out of funds legally available for this purpose. Declaration and payment of any dividend are subject to the discretion of the board of directors.

Liquidation Rights.

If the Company liquidates, dissolves or winds up, holders of common stock are entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

Fully Paid and Nonassessable.

All outstanding shares of common stock are fully paid and non-assessable.

Limitation on Foreign Ownership of our Stock.

The Department of Energy and the Department of Defense have policies regarding foreign ownership, control or influence over government contractors who have access to classified information. If either agency determines that an undue risk to the common defense and security of the United States exists, it may, among other things, terminate the contractor's or subcontractor's existing contracts with it. Our certificate of incorporation includes a provision relating to foreign ownership of our common stock that permits us to redeem or require the prompt disposition under certain circumstances of all or any portion of the shares of our common stock owned by a foreign stockholder beneficially owning shares representing 5% or more of the outstanding shares of our common stock.

Other Rights and Preferences.

Holders of common stock have no preemptive, conversion, subscription or other rights, and except as described under "*Limitation on Foreign Ownership of our Stock*" above, there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of serial preferred stock that we may designate in the future.

Preferred Stock

Our certificate of incorporation allows us to issue, without stockholder approval, preferred stock having rights senior to those of our common stock. Our board of directors is authorized, without further stockholder approval, to issue in one or more series and to fix and designate the rights, preferences, privileges and restrictions of the preferred stock, including

- dividend rights;
- conversion rights;
- voting rights;
- terms of redemption; and
- liquidation preferences.

Our issuance of preferred stock may have the effect of delaying or preventing a change in control. Our issuance of preferred stock could decrease the amount of earnings and assets available for distribution to the holders of our common stock or could adversely affect the rights and powers, including voting rights, of the holders of our common stock. The issuance of preferred stock could have the effect of decreasing the market price of our common stock.

Possible Anti-Takeover Effects

Our certificate of incorporation and bylaws contain provisions that may make it more difficult for a third party to acquire control of our company without the approval of our board of directors. In addition, provisions of Delaware law may hinder or delay an attempted takeover of our company other than through negotiation with our board of directors. These provisions could discourage attempts to acquire us or remove our management even if some or a majority of our stockholders believe this action to be in their best interest, including attempts that might result in our stockholders receiving a premium over the market price of their shares of our common stock.

Board of Directors. The number of directors on our board or directors may only be altered by the action of a majority of the entire board or directors. Our bylaws provide that directors may be removed from office by stockholders with or without cause only by the affirmative vote of a majority of all votes entitled to be cast generally for the election of directors. The stockholders can fill a vacancy on the board or directors at such meeting that results from the removal of a director. Vacancies resulting from the removal of a director that are not filled by the stockholders can be filled by a majority vote of the remaining directors. Vacancies and newly created directorships resulting from any increase in the size of our board of directors may be filled only by the affirmative vote of a

majority of the directors then in office, even though less than a quorum. A director elected by the board of directors to fill a vacancy serves until the next annual meeting of stockholders and until his or her successor is elected and qualifies.

In connection with the Securities Purchase Agreement, dated as of December 30, 2009, between Sagard Capital Partners, L.P. ("Sagard") and us, we agreed to cause one designee of Sagard to be nominated and elected to our board of directors. Sagard has the right to designate one director to our board of directors for so long as it holds at least 900,000 shares of our outstanding common stock. The election or appointment of the Sagard nominee is subject to satisfaction of all legal and governance requirements regarding service as a director on our board of directors. Samuel Robinson currently serves on our board of directors as Sagard's nominee.

Power to Issue Preferred Stock. Our Board, has the authority, without further action by the holders of our common stock, to issue shares of preferred stock in such series and with such terms and conditions as our board of directors may determine, any or all of which may be greater than the rights of the common stock. Our board of directors, without stockholder approval, can issue preferred stock with voting, conversion or other rights that could adversely affect the voting power and other rights of the holders of common stock.

Special Stockholders' Meetings. Our bylaws provide that special meetings of stockholders may be called by our president or secretary at the request in writing of stockholders owning capital stock representing 50% of the combined voting power of all issued and outstanding classes of capital stock.

Advance Notice Provisions. Our bylaws establish an advance written notice procedure for stockholders seeking to nominate candidates for election as directors at any annual meeting of stockholders and to bring business before an annual meeting of our stockholders. Our bylaws provide that only persons who are nominated by or at the direction of our board or by a stockholder who has given timely written notice to our secretary before the meeting to elect directors will be eligible for election as our directors. Our bylaws also provide that any matter to be presented at any meeting of stockholders must be presented either by our board of directors or by a stockholder in compliance with the procedures in our bylaws. A stockholder must give timely written notice to our secretary of its intention to present a matter before an annual meeting of stockholders.

Section 203 of the Delaware General Corporation Law. In addition to these provisions of our certificate of incorporation and bylaws, we are subject to the provisions of Section 203 of the Delaware General Corporation Law. Section 203 prohibits publicly held Delaware corporations from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. A “business combination” includes mergers, asset sales and other transactions resulting in a financial benefit to the interested stockholder. Generally, an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of a corporation's voting stock. These provisions could have the effect of delaying, deferring or preventing a change in control of our company or reducing the price that certain investors might be willing to pay in the future for shares of our common stock.

Limitation on Foreign Ownership of our Stock. The Department of Energy and the Department of Defense have policies regarding foreign ownership, control or influence over government contractors who have access to classified information. If either agency determines that an undue risk to the common defense and security of the United States exists, it may, among other things, terminate the contractor's or subcontractor's existing contracts with it. Our certificate of incorporation includes a provision relating to foreign ownership of our common stock that permits us to redeem or require the prompt disposition under certain circumstances of all or any portion of the shares of our common stock owned by a foreign stockholder beneficially owning shares representing 5% or more of the outstanding shares of our common stock.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company N.A., Louisville, Kentucky.

THIRD AMENDMENT TO CREDIT AGREEMENT

THIRD AMENDMENT TO CREDIT AGREEMENT (this "**Amendment**"), dated as of December 24, 2019, by and among GP STRATEGIES CORPORATION, a Delaware corporation (the "**Parent**"), GENERAL PHYSICS (UK) LTD., a company organized and existing under the law of England and Wales with company number 03424328 ("**General Physics UK**"), GP STRATEGIES HOLDINGS LIMITED, a company organized and existing under the law of England and Wales with company number 06340333 ("**GP Holdings UK**"), GP STRATEGIES LIMITED, a company organized and existing under the law of England and Wales with company number 08003789 ("**GP Strategies Limited**"), GP STRATEGIES TRAINING LIMITED, a company organized and existing under the law of England and Wales with company number 08003851 ("**GP Strategies Training UK**"), TTI GLOBAL, INC., a Michigan corporation ("**TTI Global**"; together with the Parent, General Physics UK, GP Holdings UK, GP Strategies Limited and GP Strategies Training UK, each a "**Borrower**" and collectively, the "**Borrowers**"), GP CANADA HOLDINGS CORPORATION, a Delaware corporation (the "**Guarantor**"; together with the Borrowers, each a "**Loan Party**" and collectively, the "**Loan Parties**"), the Lenders parties hereto, and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (hereinafter referred to in such capacity as the "**Administrative Agent**").

BACKGROUND

A. The Borrowers are parties to a Credit Agreement, dated as of November 30, 2018 (as amended, supplemented or otherwise modified prior to the date hereof, the "**Credit Agreement**"), among the Borrowers, the Guarantor, the lenders party thereto (collectively, the "**Lenders**") and the Administrative Agent;

B. The Guarantor is a party to the Continuing Agreement of Guaranty and Suretyship, dated as of November 30, 2018, in favor of the Administrative Agent pursuant to which, *inter alia*, the Guarantor guaranteed the payment and performance of the Obligations (as defined in the Credit Agreement); and

C. The Loan Parties have requested that the Lenders (i) amend the definition of Consolidated EBITDA in Section 1.1 of the Credit Agreement to permit the add back of certain written-down accounts receivable, and (ii) amend the Credit Agreement to permit the Loan Parties to sell certain accounts receivable in connection with customer supply chain finance programs, and to permit the Administrative Agent to release its Lien in connection with such permitted accounts receivable sales, and the Lenders have agreed to such requests on and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Terms. Capitalized terms used herein (including in the Background section above) and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

2. Amendments. Effective as of the Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

> "Account" shall have the meaning assigned to such term in the Uniform Commercial Code as in effect in the State of New York on the Closing Date, as amended from time to time, together with all supporting obligations and ancillary claims, rights and collateral relating thereto.
>
> "Account Debtor" shall mean a Person obligated on an Account of a Domestic Loan Party that is sold in a Permitted Receivables Financing Program.
>
> "Permitted Receivables Financing Program" shall mean sales of Accounts (and the proceeds thereof) of a Domestic Loan Party in connection with a receivables sales or purchase facility between such Domestic Loan Party and a Qualified Receivables Purchaser, provided that (i) such facility shall only relate to the sale of Accounts owed by one or more Account Debtors specifically identified therein, (ii) such sale shall be on a non-recourse basis and the purchaser shall assume the credit risk of such Account Debtor(s), (iii) at least twenty (20) days prior to entering into any such receivables sale or purchase facility (or such shorter period as the Administrative Agent may agree), the Borrowing Agent shall have delivered to the Administrative Agent notice of the material terms of the proposed receivables facility (other than the economic terms if subject to a confidentiality provision), the forms of agreements to be entered into between such Domestic Loan Party and such Qualified Receivables Purchaser (the economic and confidential terms of which may be redacted), and an officer's certificate certifying that no Potential Default or Event of Default has occurred and is continuing or will be caused by the execution, delivery or performance of such proposed facility, (iv) the aggregate face amount of all Released Accounts shall not exceed $40,000,000 in any fiscal year of the Loan Parties, (v) no assets shall be sold under any such receivables facility other than Accounts (and the proceeds thereof) of the applicable Loan Party owed by the specific Account Debtor(s) identified in the applicable notice delivered pursuant to clause (iii) above and (vi) no Liens

shall be granted under any such receivables facility other than as permitted under clause (xvi) of the definition of Permitted Liens.

"<u>Qualified Receivables Purchaser</u>" shall mean any bank or other financial institution engaged in the purchase of Accounts in the ordinary course business.

"<u>Released Accounts</u>" shall mean Accounts of Account Debtors of a Domestic Loan Party which have been sold by such Loan Party under a Permitted Receivables Financing Program and which Accounts, pursuant to the terms and conditions of this Agreement and the other Loan Documents, are so released from the Lien of the Collateral Documents.

(b) Clause (i) of the definition of "Consolidated EBITDA" in Section 1.1 of the Credit Agreement is hereby amended and restated to read in full as follows:

(i) net income, plus, to the extent deducting in determining such net income, and without duplication, the sum of (a) depreciation, (b) amortization, (c) other non-cash charges to net income (excluding (x) non-cash charges that are expected to become cash charges in a future period or that are reserves for future cash charges and (y) charges from the writedown or writeoff of or reserves against accounts receivable, inventory or other current or working capital assets except, in the case of this clause (y), as specifically provided in clause (m) below), (d) interest expense, (e) income tax expense, (f) documented reasonable third-party costs, including legal, accounting and financial expenses, incurred in connection with this Agreement or any Permitted Acquisition, (g) (I) documented non-recurring restructuring and severance expenses incurred prior to the Closing Date, and (II) documented expenses associated with the Enterprise Resource Planning system (sometimes referred to as the ERP system) incurred on or prior to December 31, 2018, (h) documented non-recurring restructuring and severance expenses (but excluding any cost savings for severance associated with a Permitted Acquisition) incurred on or after the Closing Date in an aggregate amount not to exceed $2,000,000 from and after the Closing Date, (i) costs savings directly related to the TTI Acquisition in the amounts set forth on Schedule 1.1(C) hereto, (j) costs savings directly related to any Permitted Acquisition (other than the TTI Acquisition), to be realized within twelve (12) months after the date of consummation of such Permitted Acquisition, that are documented by a third party quality of earnings report or set forth on a detailed schedule prepared by the Borrowing Agent and approved by the

Administrative Agent in its reasonable discretion, provided the aggregate amount added back under this clause (j) in any period shall not exceed ten percent (10%) of Consolidated EBITDA for such period calculated prior to adding back such amounts, (k) to the extent included as a deduction in calculating net income for such period, the amount of any Change in Fair Value of Contingent Consideration, (l) costs, fees, expenses and charges relating to the credit facility or facilities under this Agreement and any amendments, restatements, waivers, supplements or other modifications to any of the Loan Documents from time to time, and (m) solely for periods that include the fiscal quarter ending December 31, 2019, the writedown or writeoff of accounts receivable under the Parent's Clean Fuels Project contract with Kuwait National Petroleum Company in an aggregate amount for this clause (m) not to exceed $2,200,000.

(c) The definition of "Consolidated Total Funded Debt" in Section 1.1 of the Credit Agreement is hereby amended to insert the following sentence at the end thereto:

Notwithstanding the foregoing, Consolidated Total Funded Debt shall not include any obligations under any Permitted Receivables Financing Program.

(d) The definition of "Permitted Liens" in Section 1.1 of the Credit Agreement is hereby amended by deleting the "and" at the end of clause (xv), renumbering clause (xvi) to be clause (xvii), and inserting a new clause (xvi) reading in full as follows:

(xvi) in connection with any Permitted Receivables Financing Program, Liens in favor of a Qualified Receivables Purchaser on Accounts and the proceeds thereof owing by the applicable Account Debtor(s) whose Accounts are being sold as part of such Permitted Receivables Financing Program, together with all proceeds thereof and all rights of the seller of such Accounts to enforce such Accounts, but only to the extent such Accounts are sold to such Qualified Receivables Purchaser; and

(e) Section 8.2.1 of the Credit Agreement is hereby amended by deleting the "and" at the end of clause (xviii), deleting the period at the end of clause (xix) and inserting "; and" in lieu thereof, and inserting a new clause (xx), reading in full as follows:

(xx) Indebtedness arising under any Permitted Receivables Financing Program (to the extent any such transaction is characterized as Indebtedness).

(f) Section 8.2.7(xiii) of the Credit Agreement is hereby amended and restated to read in full as follows:

(xiii) Dispositions of Accounts (x) in connection with the collection, compromise or settlement thereof in the ordinary course of business and not as part of a financing transaction, or (y) in connection with a Permitted Receivables Financing Program;

(g) Section 8.3.4.7(iii) of the Credit Agreement is hereby amended to insert at the end thereto immediately before the "." the following:

, including, without limitation, such information relating to any Permitted Receivables Financing Program as may be reasonably requested by the Administrative Agent.

(h) Section 10.10 of the Credit Agreement is hereby amended by adding the following at the end of such section:

Without limiting the generality of the foregoing, the Lenders hereby authorize the Administrative Agent to (i) release from time to time Accounts (and the proceeds thereof) that are sold under a Permitted Receivables Financing Program for which the Administrative Agent has received the certification from the Borrowing Agent referred to in clause (iii) of the definition of Permitted Receivables Financing Program and (ii) file any amendment to any UCC financing statement filed against any Domestic Loan Party releasing therefrom all of the Accounts (and the proceeds thereof) owed by the applicable Account Debtor whose Accounts are being sold in any such Permitted Receivables Financing Program. The Lenders specifically acknowledge that the Administrative Agent shall have no responsibility for ensuring or monitoring that the maximum face amount of the Released Accounts at any time outstanding does not exceed $40,000,000 and, in connection with such releases, the Administrative Agent shall be relying solely on the certification of the Borrowing Agent referred to in the definition of Permitted Receivables Financing Program and shall have no liability to any Lender or other Person if any such receivables sale or purchase facility fails to comply with the definition of Permitted Receivables Financing Program..

3. <u>Representations and Warranties</u>. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders that, as of the date hereof:

(a) The representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents are true and correct (i) in the case of representations and warranties qualified by materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date hereof (except to the extent that such representations and warranties relate to an earlier date in which case such representations and warranties that expressly relate to an earlier date are true and correct, in the case of such representations and warranties qualified by materiality, in all respects, and otherwise in all material respects, as of such earlier date);

(b) This Amendment (i) has been duly and validly executed and delivered by each Loan Party, and (ii) constitutes the legal, valid and binding obligation of each Loan Party enforceable against such Loan Party in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity relating to enforceability (including laws or judicial decisions limiting the right to specific performance);

(c) Neither the execution and delivery of this Amendment by the Loan Parties, nor compliance with the terms and provisions hereof by any of the Loan Parties will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the certificate of incorporation, bylaws, certificate of formation, limited liability company agreement, charter or other organizational documents of any Loan Party or (ii) any Law or any material agreement or instrument or order, writ, judgment, injunction or decree to which any Loan Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which it is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of any Loan Party or any of its Subsidiaries (other than Liens granted under the Loan Documents);

(d) The execution, delivery, and performance by each Loan Party of this Amendment are within each Loan Party's company powers and have been duly authorized by all necessary company action.

(e) No consent, approval, exemption, order or authorization of, or a registration or filing with, any Official Body or any other Person is required by any Law or any agreement in connection with the execution, delivery and carrying out of this Amendment or the Credit Agreement (as amended hereby), other than those that have been obtained or made.

(f) No Event of Default or Potential Default exists or is continuing or will exist after giving effect to this Amendment.

4. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") when each of following conditions precedent is satisfied:

(a) The Administrative Agent shall have received counterparts of this Amendment executed by the Loan Parties, the Administrative Agent and the Required Lenders; and

(b) The Administrative Agent shall have received, to the extent invoiced at least one (1) Business Day prior to the date of this Amendment, reimbursement of all reasonable fees and expenses of counsel to the Administrative Agent required to be paid or reimbursed by the Borrowers hereunder.

5. Affirmations.

(a) Each Loan Party hereby: (i) ratifies and affirms all the provisions of the Credit Agreement and the other Loan Documents as modified hereby, (ii) agrees that (except as expressly set forth in this Amendment) the terms and conditions of the Credit Agreement and the other Loan Documents, including the security provisions set forth therein, shall remain unaltered and shall continue in full force and effect as modified hereby and that all of its obligations thereunder shall be valid and enforceable, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity relating to enforceability (including laws or judicial decisions limiting the right to specific performance), (iii) confirms, acknowledges and agrees that the Collateral Documents (A) extend to secure all indebtedness, obligations and liabilities to be paid, observed, performed and/or discharged thereunder notwithstanding the modifications to the Credit Agreement documented hereunder and (B) continue in full force and effect as a continuing security for all indebtedness, obligations and liabilities the payment, observance, performance and/or discharge of which is thereby expressed to be secured, (iv) affirms and agrees that this Amendment shall not constitute a novation, or complete or partial termination of the Obligations under the Credit Agreement and the other Loan Documents as in effect prior to the Effective Date, and (v) acknowledges and agrees that it has no defense, set-off, counterclaim or challenge against the payment of any sums owing under the Credit Agreement and the other Loan Documents or the enforcement of any of the terms or conditions thereof and agrees to be bound thereby and perform thereunder.

(b) Without limiting the above, each Loan Party hereby acknowledges and confirms that the Collateral granted under the Credit Agreement and the Collateral Documents continues to secure the Obligations.

6. Ratification; References; No Waiver. (a) Except as expressly amended by this Amendment, the Credit Agreement and the other Loan Documents shall continue to be, and shall remain, unaltered and in full force and effect in accordance with their terms and, except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall neither operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders under the Credit Agreement or any of the other Loan Documents nor constitute a waiver of any Potential Default or Event of Default thereunder. On and after the Effective Date, all references in the Credit Agreement to "this Agreement," "hereof," "hereto", "hereunder" or words of like import referring to the Credit Agreement shall mean and be deemed to be references to the Credit Agreement as modified hereby and all references in any of the Loan Documents to the Credit Agreement shall be deemed to be to the Credit Agreement as modified hereby.

(a) On and after the effectiveness of this Amendment, this Amendment shall for all purposes constitute a Loan Document.

7. Release. Recognizing and in consideration of the Lenders' agreements set forth herein, each Loan Party hereby waives and releases the Administrative Agent, the Issuing Lender and the Lenders and each of their respective Affiliates and the officers, attorneys, agents, employees and advisors of such Persons and Affiliates (the "**Released Parties**") from any and all losses, claims,

damages, liabilities and related expenses of any kind or nature whatsoever and howsoever arising that such Loan Party ever had or now has against any of them through and including the Effective Date arising out of or relating to any acts or omissions with respect to this Amendment, the Credit Agreement, the other Loan Documents or the transactions contemplated hereby or thereby; provided, however, that no Released Party (as applicable) is released from its obligations under the Loan Documents as amended hereby.

8. Miscellaneous.

(a) Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

(b) Integration. This Amendment constitutes the sole agreement of the parties with respect to the transactions contemplated hereby and shall supersede all oral negotiations and the terms of prior writings with respect thereto.

(c) Severability. The provisions of this Amendment are intended to be severable. If any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

(d) Headings. The headings used herein are included for convenience and shall not affect the interpretation of this Amendment.

(e) Cost and Expenses. The Borrowers (subject, in the case of the Foreign Borrowers, to Section 2.1.3 of the Credit Agreement) agree to pay all of the Administrative Agent's reasonable out-of-pocket fees and expenses incurred in connection with this Amendment and the transactions contemplated hereby, including, without limitation, the reasonable fees and expenses of counsel to the Administrative Agent.

(f) Governing Law. This Amendment shall be deemed to be a contract governed by the Laws of the State of New York in accordance with Section 5-1401 of the New York General Obligations Law without regard to its conflict of laws principles that would require application of the laws of another jurisdiction.

(g) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(h) Incorporation by Reference. The provisions of Sections 1.2 and 11.11 of the Credit Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Loan Parties, the Administrative Agent and the Required Lenders have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

BORROWERS:

GP STRATEGIES CORPORATION

By:	/s/ Michael R. Dugan
Name:	Michael R. Dugan
Title:	Executive Vice President & CFO

EXECUTED as a deed, and delivered when dated, by **GENERAL PHYSICS (UK) LTD.** acting by a Director, (*name*)……Scott Greenberg…………… in the presence of:))))) (*signed*)………/s/Scott Greenberg…………
Director

Witness

Signature	/s/ Kenneth Crawford
Name	Kenneth Crawford
Occupation	Attorney at law
Address	11000 Broken Land Parkway, Suite 200 Columbia, MD 21044 USA

EXECUTED as a deed, and delivered when dated, by **GP STRATEGIES HOLDINGS LIMITED** acting by a Director, (*name*)………Scott Greenberg……...… in the presence of:))))) (signed)………/s/Scott Greenberg…………
Director

Witness

Signature	/s/ Kenneth Crawford
Name	Kenneth Crawford
Occupation	Attorney at law
Address	11000 Broken Land Parkway, Suite 200 Columbia, MD 21044 USA

EXECUTED as a deed, and delivered when dated, by **GP STRATEGIES LIMITED** acting by a Director, (*name*)……Scott Greenberg……........ in the presence of:	)))))	(signed)………/s/Scott Greenberg………… Director

Witness

Signature	/s/ Kenneth Crawford
Name	Kenneth Crawford
Occupation	Attorney at law
Address	11000 Broken Land Parkway, Suite 200 Columbia, MD 21044 USA

EXECUTED as a deed, and delivered when dated, by **GP STRATEGIES TRAINING LIMITED** acting by a Director, (*name*)………Scott Greenberg........…… in the presence of:	)))))	(signed)………/s/Scott Greenberg………… Director

Witness

Signature	/s/ Kenneth Crawford
Name	Kenneth Crawford
Occupation	Attorney at law
Address	11000 Broken Land Parkway, Suite 200 Columbia, MD 21044 USA

TTI GLOBAL, INC.

By:	/s/ Scott Greenberg
Name:	Scott Greenberg
Title:	Chief Executive Officer

<u>GUARANTORS</u>:

GP CANADA HOLDINGS CORPORATION

By:	/s/ Scott Greenberg
Name:	Scott Greenberg
Title:	Chief Executive Officer

LENDERS:

PNC BANK, NATIONAL ASSOCIATION, individually and as Administrative Agent

By:	/s/ Timothy M. Naylon
Name:	Timothy M. Naylon
Title:	SVP

WELLS FARGO BANK, N.A.

By:

Name:

Title:

BANK OF MONTREAL

By:	/s/ Simon Watkins
Name:	Simon Watkins
Title:	MD Global Head of FX Trading

BANK OF MONTREAL

By:	/s/ Tom Woolgar
Name:	Tom Woolgar
Title:	Managing Director, Corporate Banking

BANK OF MONTREAL

By:	/s/ Andrew Berryman
Name:	Andrew Berryman
Title:	Vice President

HSBC BANK USA, N.A.

By:	/s/ Randy Chung
Name:	Randy Chung
Title:	Vice President

<u>EMPLOYMENT AGREEMENT</u>

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made as of this 27th day of December, 2017, by and between GP Strategies Corporation, a Delaware corporation with its principal place of business at 11000 Broken Land Parkway, Suite 200, Columbia, Maryland 21044 (“GP Strategies”), and Russell Becker, with a residence at 6610 South Face Circle, Lincoln, Nebraska 68512 (“Employee”).

<u>Background</u>

GP Strategies desires to hire and employ Employee to perform services for GP Strategies, and Employee desires to accept such employment and perform such services, on the terms set forth in this Agreement.

<u>Agreement</u>

GP Strategies and Employee agree that:

1. <u>TERM OF AGREEMENT</u>. This Agreement will become effective when it is signed by the last of the parties and will remain in effect until the expiration of all obligations hereunder.

2. <u>EMPLOYMENT PERIOD</u>. Employee’s employment under this Agreement will run from January 2, 2018 until the expiration or termination of such employment under section 5 (TERM; TERMINATION) (the “Employment Period”).

3. <u>DUTIES</u>. Employee shall serve as a Executive Vice President and Chief Sales Officer, reporting directly to the President of GP Strategies (the “Direct Supervisor”) (or any person appointed by GP Strategies as the Direct Supervisor’s successor) and shall perform the duties normally associated with such position and such other responsibilities consistent with Employee’s ability, qualifications and experience that GP Strategies may designate from time to time. Employee shall devote all of Employee’s business time and attention to the performance of Employee’s duties under this Agreement and to the promotion and advancement of the business interests of GP Strategies. Employee shall comply with all applicable laws, rules, and regulations, and with the policies and procedures of GP Strategies. Employee will be located in the Lincoln, Nebraska area but Employee shall travel as the needs of GP Strategies reasonably require.

4. <u>COMPENSATION AND BENEFITS</u>.

    4.1. <u>SALARY</u>. GP Strategies shall pay Employee $300,000 annually (and as it may be adjusted hereunder, the “Base Salary”) at such intervals as salaries are paid generally to other similarly situated employees. The Base Salary will be reviewed and subject to adjustment in accordance with GP Strategies’ policy. During any period in which Employee is eligible to receive salary replacement payments under the provisions of any benefit plan(s) sponsored or maintained by GP Strategies, the Base Salary will be reduced by an amount equal to the amount of benefits paid or payable under such plan(s).

4.2. EMPLOYEE BENEFITS. Employee is eligible to participate in all employee benefit plans maintained by GP Strategies for similarly situated employees, subject to the terms and conditions of the plans. GP Strategies may modify, alter, terminate or otherwise change any benefit plan it has in effect at any time, to the extent permitted by law.

4.3. TAX WITHHOLDING. GP Strategies may withhold from any salary, bonus or other compensation payable to Employee such federal, state or local taxes as are required to be withheld pursuant to any applicable law or regulation, and may withhold for other lawful, normal deductions for benefits and as otherwise agreed by the parties.

4.4. INCENTIVE COMPENSATION. Employee may participate in any incentive plan maintained by GP Strategies for similarly situated employees, subject to the terms and conditions of the plans. GP Strategies may modify, alter, terminate or otherwise change any benefit plan it has in effect at any time, to the extent permitted by law. Employee will participate in GP Strategies' Short Term Incentive Plan with an initial maximum bonus of 50% of Base Salary in accordance with the terms of that plan. Employee will participate in GP Strategies' Long Term Incentive Plan with an initial annual grant target of 75% of Base Salary in accordance with the terms of that plan. Incentive compensation shall only be payable if Employee remains an employee of GP Strategies at the time that the compensation is to be distributed under the terms of the applicable plan.

4.5. RESTRICTED STOCK GRANT. Within thirty (30) days after the effective date of this Agreement and subject to approval of the Board of Directors of GP Strategies, GP Strategies shall grant to Employee restricted stock units for shares of Common Stock of GP Strategies with a value of $75,000 as of the date of Board of Directors approval, pursuant to GP Strategies' Stock Incentive Plan (the "Plan"). This grant will be subject to the provisions of the Plan and shall be on the terms and conditions, and subject to the restrictions, set forth herein and in the form of grant agreement used by GP Strategies at the time of such grant.

5. EMPLOYMENT PERIOD; TERMINATION.

5.1. EMPLOYMENT PERIOD. The Employment Period will end when it is terminated under sections 5.2 through 5.6. After the end of the Employment Period, the provisions of this Agreement other than sections 6 through 11 will be of no effect. Sections 6 through 11 will remain in effect until expiration in accordance with their respective terms.

5.2. TERMINATION BY GP STRATEGIES FOR CAUSE.

5.2.1. GP Strategies may terminate Employee's employment immediately for Cause.

5.2.2. "Cause" means:

5.2.2.1. Employee's representation in Section 6.1 is not true or GP Strategies is not reasonably satisfied with the results of the background screening and reference checks conducted as part of on-boarding employee.

5.2.2.2. Employee is indicted for, charged with, convicted of, pleads guilty to, or enters a plea of nolo contendere to a felony or other crime which could reasonably be expected to have a significant detrimental impact on GP Strategies' reputation;

5.2.2.3. Employee commits (or indicates an intention to commit) or omits taking any action in bad faith and to the detriment of GP Strategies (including, without limitation, dishonesty, lack of integrity or candor, acts of embezzlement, misappropriation of funds, bribery, harassment or unlawful discrimination);

5.2.2.4. Employee (1) fails, refuses or indicates an intention to fail, to perform Employee's duties or obligations under any provision of this Agreement (other than sections 6 through 9) in any material respect and (2) does not correct the failure within 10 business days after receipt of written notice thereof; or

5.2.2.5. Employee fails, refuses or indicates an intention to fail, to perform Employee's duties or obligations under sections 6 through 9, breaches Employee's fiduciary duties to GP Strategies under applicable law, or engages in any act in violation of a policy of GP Strategies that permits immediate termination of an employee's employment.

5.3. <u>TERMINATION BY EMPLOYEE FOR GOOD REASON</u>.

5.3.1. Employee may terminate Employee's employment under this Agreement immediately for Good Reason.

5.3.2. "Good Reason" means:

5.3.2.1. GP Strategies reduces, without the express written consent of Employee, Employee's Base Salary and fails to restore such Base Salary to its previous level within 30 days after receipt of written notice from Employee;

5.3.2.2. GP Strategies fails to make any material payment, or provide any material benefit to Employee, contemplated hereunder, and does not correct any such failure within 10 business days after receipt of written notice from Employee; or

5.3.2.3. GP Strategies breaches any other material term of this Agreement and does not correct such failure or breach within 30 days after written notice from Employee.

5.4. <u>TERMINATION BY GP STRATEGIES OTHER THAN FOR CAUSE</u>. GP Strategies may terminate Employee's employment other than for Cause at any time by delivering written notice to

Employee stating the date of termination and if such notice states a termination date less than six months from the notice date GP Strategies shall comply with section 5.7.2.

5.5. TERMINATION BY EMPLOYEE OTHER THAN FOR GOOD REASON.

5.5.1. Employee may terminate Employee’s employment other than for Good Reason at any time by giving written notice to GP Strategies at least six months before the intended termination date.

5.5.2. If Employee delivers such notice, GP Strategies may terminate Employee’s employment immediately or on another date before the date stated by Employee in the notice, in which case GP Strategies will comply with section 5.7.3.

5.6. AUTOMATIC TERMINATION. Employee’s employment will terminate automatically upon:

5.6.1. Death of Employee; or

5.6.2. if, as a result of a serious health condition (as defined in the Family and Medical Leave Act of 1993) and after giving effect to any reasonable accommodation required by law, Employee is physically or mentally incapacitated or disabled or otherwise unable fully to discharge his/her duties hereunder for a period of 90 consecutive days.

5.7. COMPENSATION UPON TERMINATION.

5.7.1. TERMINATION BY GP STRATEGIES FOR CAUSE. If GP Strategies terminates Employee’s employment for Cause then GP Strategies shall pay a pro rata portion of the Base Salary through the date of termination only and, except as provided by law or the terms of the applicable benefit plan, provide the other benefits set forth in section 4 through the date of termination only.

5.7.2. TERMINATION BY EMPLOYEE FOR GOOD REASON OR BY GP STRATEGIES OTHER THAN FOR CAUSE.

5.7.2.1. If Employee terminates Employee’s employment for Good Reason or GP Strategies terminates Employee’s employment other than for Cause, and the conditions of section 5.7.2.6 are satisfied, then from the date of termination until six months after the date of termination (the “Severance Period”):

5.7.2.1.1. GP Strategies shall pay a pro rata portion of the Base Salary at the rate in effect on the date of termination (however, if the termination is by Employee for Good Reason as the result of a decrease in Base Salary, Base Salary as in effect prior to the decrease will be paid), at such intervals as salaries are paid generally to similarly situated employees of GP Strategies; and

5.7.2.1.2. GP Strategies shall, at its option, provide Employee with either (a) the benefits Employee would have received under section 4 had his/her employment not terminated or (b) the cash value of GP Strategies' contribution to the cost of such benefits that would have been made had Employee's employment not terminated.

5.7.2.2. If GP Strategies terminates Employee's employment for Cause and its notice of termination states a termination date other than the date of the notice, then the Severance Period will be reduced by the length of the period between the date of the notice and the date of termination.

5.7.2.3. If Employee does not remain in full compliance with sections 6 through 9 then GP Strategies' obligations under this section will terminate.

5.7.2.4. In consideration of the compensation described in this section 5.7.2 (the "Severance Payments"), Employee shall sign and return to GP Strategies a timely and effective release of claims in form reasonably satisfactory to GP Strategies releasing any claims arising out of this Agreement (except for Severance Payments and other post-employment benefits or compensation owed by GP Strategies to the Employee), Employee's employment and/or the termination thereof (the "Release of Claims").

5.7.2.5. GP Strategies advises Employee to seek the advice of an attorney before signing the Release of Claims.

5.7.2.6. GP Strategies' obligation to make Severance Payments is conditioned on (a) Employee being in compliance with his/her obligations under sections 6 through 9, (b) Employee signing and delivering (and not revoking) the Release of Claims and (c) the expiration of all waiting periods stated in the Release of Claims before the 60th day after Employee's termination date; provided that GP Strategies shall notify Employee in writing of Employee's obligation hereunder and provide to Employee the form of Release of Claims within twenty-one (21) days following Employee's termination date.

5.7.2.7. If Employee satisfies the terms of section 5.7.2.6 then GP Strategies shall begin payment of the Severance Payments on the first regular payroll date (or as soon as practicable) after the expiration of all applicable waiting periods. This first payment will include any Severance Payments for any portion of the Severance Period that GP Strategies withheld pending expiration of the last applicable waiting period.

5.7.3. <u>TERMINATION BY EMPLOYEE OTHER THAN FOR GOOD REASON</u>. If Employee terminates Employee's employment other than for Good Reason and GP Strategies elects to terminate Employee's employment before the date stated in Employee's notice, then GP Strategies shall:

5.7.3.1. continue to provide Employee with the compensation described in section 4 through the date of termination selected by GP Strategies; and

5.7.3.2. from the date of termination until the date stated in Employee's notice (but in no event for a period that is longer than six months from the date of the notice) pay a pro rata portion of the Base Salary at the rate in effect on the date of termination, at such intervals as salaries are paid generally to similarly situated employees of GP Strategies and provide Employee, at GP Strategies' option, with either:

5.7.3.2.1. the benefits Employee would have received under section 4 had his/her employment not terminated; or

5.7.3.2.2. the cash value of GP Strategies' contribution to the cost of such benefits that would have been made had Employee's employment not terminated.

5.7.4. <u>OTHER TERMINATIONS</u>. If Employee's employment is terminated under section 5.6 then GP Strategies shall pay a pro rata portion of his/her Base Salary through the date of termination only, and, except as provided by law or the terms of the applicable benefit plan, Employee shall continue to receive the other benefits set forth in section 4 through the date of termination only.

5.7.5. <u>DETERMINATION OF BENEFIT VALUE</u>. Where this section 5.7 provides for payments based upon the cash value of GP Strategies' contribution(s) to any employee benefits, GP Strategies' good faith determination of such value shall be presumed accurate absent obvious error.

5.7.6. <u>TERMINATION OF CERTAIN BENEFITS</u>. Notwithstanding anything to the contrary in this Agreement, upon termination of Employee's employment, regardless of the reason or circumstances, the Employee's active participation in the GP Retirement Savings Plan shall end and the Employee shall cease to receive employer matching contributions except with respect to employee deferrals made prior to termination of his/her employment.

6. <u>REPRESENTATIONS BY EMPLOYEE</u>. Employee represents that:

6.1. Employee is under no contractual or other restriction or obligation which is inconsistent with the execution of this Agreement, the performance of Employee's duties hereunder, or the other rights of GP Strategies hereunder;

6.2. Employee understands that he/she will occupy a position of trust and confidence with GP Strategies and become familiar with the Trade Secrets and the Confidential Information (each as defined below);

6.3. GP Strategies' products and services are marketed worldwide;

6.4. GP Strategies competes with other businesses that are or could be located in any part of the world;

6.5. The provisions of sections 6 through 9 are reasonable and necessary to protect and preserve GP Strategies' legitimate business interests;

6.6. The provisions of sections 6 through 9 will not prevent Employee from obtaining other suitable employment during the period in which Employee is bound by the covenants;

6.7. GP Strategies would be irreparably damaged if Employee were to breach the covenants set forth in Sections 6 through 9; and

6.8. Employee has had the opportunity to consult with an attorney prior to entering into this Agreement.

7. <u>CONFIDENTIAL INFORMATION</u>.

7.1. <u>DEFINITIONS</u>.

7.1.1. "Confidential Information" means all technical or business information furnished or disclosed, in whatever form or medium, by GP Strategies to Employee or discovered or created by Employee in the course of his/her employment by GP Strategies (other than Excluded Information). Confidential Information includes, without limitation, all Trade Secrets, financial results, prospects, strategic planning information, research and development activities, forecasts, financial information, customer, consultant and supplier lists and information, all prospective customer, consultant and supplier lists and information, pricing, sales, marketing techniques, procedures, designs, systems, improvements, processes, specifications, operations, and know-how.

7.1.2. "Excluded Information" means any information which (a) Employee can show by clear and convincing evidence was in his/her possession prior to receipt thereof from GP Strategies, or (b) is generally publicly known at the time of receipt from GP Strategies or which subsequently becomes generally publicly known other than as a direct or indirect result of the breach of this Agreement by Employee.

7.1.3. "Trade Secrets" means all information used in the conduct of GP Strategies' business that would be deemed "trade secrets" within the meaning of the Maryland Uniform Trade Secrets Act (the "Act").

7.2. <u>DUTY TO MAINTAIN SECRECY AND CONFIDENTIALITY</u>. During and after the Employment Period, Employee shall maintain the secrecy and confidentiality of the Trade Secrets and the Confidential Information. If Employee is required to disclose Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), then Employee shall provide prompt notice of such Legal Requirement to GP

Strategies to the extent permitted by law. Employee shall take reasonable steps to assist GP Strategies in contesting such Legal Requirement and in obtaining a protective order or otherwise protecting GP Strategies' rights with respect to such Confidential Information to the extent permitted by law. This Agreement does not prohibit Employee from reporting possible violations of law or regulation to any governmental agency or entity or making any disclosures protected under the whistleblower provisions of any applicable law or regulation. Employee does not need the prior authorization of GP Strategies to make any such reports or disclosures and is not required to notify GP Strategies that Employee has made such reports or disclosures.

7.3. PROPERTY OF GP STRATEGIES. All Trade Secrets, all Confidential Information and all books, documents, lists and records pertaining to GP Strategies' business (collectively, the "Records"), whether or not prepared by Employee and regardless of storage medium, are the sole and exclusive property of GP Strategies.

7.4. MISAPPROPRIATION NOT PERMITTED. During and after the Employment Period, Employee shall not (a) divulge, furnish or make accessible to anyone (other than in the ordinary course of GP Strategies' business) or in any way use, for Employee's own benefit or for the benefit of any other individual, firm or entity, any Trade Secret or any Confidential Information, (b) take or permit any action to be taken which would reduce the value of the Trade Secrets or the Confidential Information to GP Strategies or (c) otherwise misappropriate or permit the misappropriation of the Trade Secrets or the Confidential Information. Nothing in this Agreement is intended to conflict with 18 USC § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 USC § 1833(b).

7.5. RETURN OF RECORDS. At the end of the Employment Period, Employee shall promptly return to GP Strategies all Records and copies thereof which are in Employee's possession or control without retaining any copies thereof.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1. DEFINITIONS. "Innovations" means all processes, improvements, inventions (whether or not protectable under patent laws), works of authorship, inventions, intellectual property, materials, documents or information fixed in any tangible medium of expression (whether or not protectable under copyright laws), either alone or with third parties, moral rights, mask works, trademarks, trade names, trade dress, Trade Secrets, "know how", ideas (whether or not protectable under trade secret laws), and all other subject matter relative to any of the foregoing, whether or not protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which means any inventions protected under patent laws, and "Derivative Works," which means any derivative works protected under copyright laws.

8.2. DISCLOSURE. Employee shall disclose in writing to GP Strategies any Innovation solely or jointly conceived or reduced to practice by Employee during the Employment Period (a) during regular working hours or (b) outside of regular working hours to the extent (1) the Innovation relates to GP Strategies' businesses or any reasonable expansion thereof or (2) was created using any resources of GP Strategies ("GP Strategies Innovations").

8.3. OWNERSHIP. All GP Strategies Innovations are the property of GP Strategies. Employee shall assign and hereby does irrevocably assign, transfer, and convey to the maximum extent permitted by applicable law all rights to any such GP Strategies Innovations to GP Strategies. Innovations relating to Employee's activities during the Employment Period and conceived, reduced to practice, created, derived, developed, or made by Employee, alone or with others, within 6 months after the Employment Period may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part during the Employment Period. Accordingly, such Innovations will be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during the Employment Period and Employee hereby assigns any such Innovations to GP Strategies unless Employee can establish the contrary by written evidence satisfying the clear and convincing standard of proof. Employee shall provide all reasonable assistance as may be necessary to vest in GP Strategies any rights in any Innovations granted to GP Strategies by this Agreement.

9. COVENANTS OF NON-COMPETITION AND NON-SOLICITATION.

9.1. NON-COMPETITION. During the Employment Period and for six months after the end of the Employment Period (the "Non-Competition Period"), Employee shall not, directly or by assisting any other individual or entity, anywhere in the world (the "Territory") conduct any business that competes with the business conducted by GP Strategies (the "Prohibited Business") with:

9.1.1.1. any party who is a customer of GP Strategies for Prohibited Business at the end of the Employment Period and with whom Employee had contact, supervised other persons who had contact, or about whom Employee had access to Confidential Information;

9.1.1.2. any party that was a customer of GP Strategies for Prohibited Business within the 12 months before the end of the Employment Period and with whom Employee had contact, supervised other persons who had contact, or about whom Employee had access to Confidential Information; and

9.1.3 any potential customer of GP Strategies with which GP Strategies has initiated discussions relating to Prohibited Business within the 12 months before the end of the Employment Period and with whom Employee had contact, supervised other persons who had contact, or about whom Employee had access to Confidential Information.

9.2. NON-SOLICITATION. During the Employment Period and for 12 months after the end of the Employment Period (the "Non-Solicitation Period"), Employee shall not, directly or by assisting an another individual or entity:

9.2.1. induce or attempt to induce any employee of GP Strategies or any subsidiary or affiliate of GP Strategies to leave the employ of GP Strategies or any subsidiary or affiliate of GP Strategies;

9.2.2. interfere with the relationship between GP Strategies or any subsidiary or affiliate of GP Strategies and any employee of GP Strategies or any subsidiary or affiliate of GP Strategies; or

9.2.3. employ, or otherwise engage as an employee, independent contractor or otherwise, any person who is an employee of GP Strategies or any subsidiary or affiliate of GP Strategies, or who in the twelve (12) months prior to Employee's termination was an employee of GP Strategies or any subsidiary or affiliate of GP Strategies.

9.3. BREACH OF COVENANT. If Employee breaches any covenant set forth in section 9.1 or section 9.2 of this Agreement, then the Non-Competition Period or Non-Solicitation Period, as applicable, will be extended by the period of the duration of such breach.

9.4. REMARKS BY EMPLOYEE. Employee shall not, at any time during or after the Non-Solicitation Period, disparage GP Strategies, any subsidiary or affiliate of GP Strategies, or any of their stockholders, directors, officers, employees or agents.

9.5. SUBSEQUENT EMPLOYMENT. During the Non-Competition Period Employee shall notify GP Strategies of the identity of any employer of Employee within 5 days after accepting employment and shall provide such employer with a copy of this section 9 upon or prior to being hired.

10. EQUITABLE RELIEF. GP Strategies will be entitled to obtain injunctive, specific performance or other equitable relief to restrain any breach or threatened breach of this Agreement, in addition to its right to money damages or any other rights it might have. Money damages alone would be inadequate to compensate GP Strategies for such breach and would be an inadequate remedy for such breach and Employee shall not claim otherwise in any proceeding. Employee shall not require, and shall waive any right that would require, GP Strategies to post a bond or any similar assurance if GP Strategies brings any action to enforce this Agreement. The rights and remedies of the parties to this Agreement are cumulative and are in addition to any and all other remedies otherwise allowed by law.

11. MISCELLANEOUS.

11.1. GOVERNING LAW. This Agreement is a contract made under the laws of the State of Maryland and for all purposes will be construed in accordance with the laws of the State of Maryland without regard to conflict of laws principles thereof.

11.2. JURISDICTION; VENUE; PROCESS. A party bringing any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may bring the action in the courts of the State of Maryland, Howard County or, if it has or can acquire jurisdiction, in the United States District Court for the District of Maryland. GP Strategies and Employee each consent to jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and each waives any objection to venue laid therein.

11.3. NO JURY TRIAL. NEITHER GP STRATEGIES NOR EMPLOYEE SHALL ELECT A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT WITH GP STRATEGIES.

11.4. AMENDMENTS. This Agreement may be amended, waived, changed, modified or discharged only by a writing signed by both of the parties.

11.5. WAIVER. Any waiver by either party of a breach of any provision of this Agreement will not operate as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

11.6. SUCCESSORS. This Agreement is to be binding upon and inure to the benefit of the parties, their successors, heirs, personal representatives and other legal representatives.

11.7. MERGER, ETC. If GP Strategies disposes of the properties and business of GP Strategies substantially as an entirety, by merger, consolidation, sale of assets, or otherwise, then GP Strategies may assign this Agreement and all of its rights and obligations hereunder to the acquiring or surviving corporation or other entity.

11.8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior written and oral agreements and understandings between GP Strategies and Employee with respect to the subject matter of this Agreement.

11.9. SEPARABILITY. The covenants contained in this Agreement are separable and, if any court of competent jurisdiction declares any of them to be invalid or unenforceable, that declaration of invalidity or unenforceability will not affect the validity or enforceability of any of the other covenants, each of which will remain in full force and effect. If any restriction contained in sections 6 - 9 shall be deemed to be invalid, illegal, or unenforceable by reason of its extent, duration, geographical scope, or otherwise, then (a) it is hereby declared to be the intention of the parties hereto that such provision be reformed to reflect the maximum extent, duration, geographical scope, or other limitation that is permitted by law and (b) the court making such determination shall have the authority to reduce such restriction to the maximum extent, duration, geographical scope, or other limitation that is permitted by law, and in its reduced form such restriction shall then be enforceable in the manner contemplated hereby.

The parties hereto have executed and delivered this Agreement as of the date first above written.

GP STRATEGIES CORPORATION

By: /s/ Adam Stedham
Name: Adam Stedham
Title: President

EMPLOYEE

/s/ Russell Becker
Russell Becker

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”), dated as of April 7, 2011, is between General Physics Corporation, a Delaware corporation with principal executive offices at 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075 (the “Company”), and Patricia R. Begley, residing at 1 Woodsfield Ct, Medford, New Jersey 08055 (“Employee”).

W I T N E S S E T H

WHEREAS, in connection with the closing of the transactions contemplated by an Asset Purchase Agreement (the “Purchase Agreement”), dated March 8, 2011, by and among the Company, and other purchasers, and RWD Technologies, LLC (“RWD”), and other sellers, the Company will purchase various assets of RWD and the other sellers (the “Acquisition”);

WHEREAS, following the completion of the Acquisition (“Closing Date”), the Company desires to employ Employee to perform services for the Company, and any successor or assign of the Company, and Employee desires to perform such services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. *Term*. The Company agrees to employ Employee, and Employee agrees to serve, on the terms and conditions of this Agreement, for a period commencing on the day after the Closing Date (the “Commencement Date”) and ending on the second anniversary of the Closing Date (the “Employment Period”), or such shorter period as may be provided for herein (the “Employment Period”); however, unless the Company or Employee has notified the other at least six (6) months prior to the second anniversary of the Closing Date that it/he/she does not wish to extend the Employment Period, the Employment Period shall automatically be extended and end on the earlier of (a) the date determined in accordance with Section 9 below, (b) the date which is not less than six (6) months after the Company or Employee has given written notice to the other of its/his/her decision to end the Employment Period, or (c) the date mutually agreed in writing by the Company and Employee. Notwithstanding anything herein to the contrary, this Agreement is contingent upon the consummation of the transactions contemplated by the Purchase Agreement and, if the Closing (as defined in the Purchase Agreement) shall fail to occur for any reason, this Agreement shall have no force or effect.

2. *Duties and Services*. During the Employment Period, Employee shall be employed in the business of the Company as Executive Vice President or in such capacity(ies) as shall be assigned by the Company consistent with the Employee’s ability, qualifications and experience (which such capacity(ies) may be altered, modified, increased or reduced from time to time by the Company). Employee agrees to Employee’s employment as described in this Section 2 and the Employee agrees to devote all of Employee’s business time, attention and best efforts to the performance of Employee’s duties under this Agreement and to promote and advance the business interests of the

Company. Employee shall comply with the rules, regulations, instructions, policies and procedures of the Company adopted or modified from time to time. Employee shall be available to travel as the needs of the Company reasonably require.

3. *Compensation*. As full compensation for the Employee's services hereunder, the Company shall provide Employee during the Employment Period the following:

(a) *Base Salary*. During the Employment Period, the Company shall pay to Employee a base annual salary of $236,000, payable at such intervals (at least monthly) as salaries are paid generally to other similarly situated employees of the Company. The base salary shall be reviewed annually and subject to adjustment as shall be determined by the Company. During any period in which Employee is eligible to receive salary replacement payments under the provisions of any benefit plan(s) sponsored or maintained by the Company, the Company's obligation to pay salary shall be reduced by an amount equal to the amount of benefits paid or payable under such plan(s).

(b) *Employee Benefit Plans*. Employee shall be eligible to participate in all employee benefit plans maintained by the Company for similarly situated employees, subject to the terms and conditions of the plans. Nothing herein shall affect the Company's ability to modify, alter, terminate or otherwise change any benefit plan it has in effect at any given time, to the extent permitted by law.

(c) *Tax Withholding*. The Company will withhold from any salary or bonus payable to Employee under this Agreement such federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation, and may withhold for other normal deductions for fringe benefits and as otherwise agreed by the parties.

(d) *Stock Option Grant*. Within thirty (30) days after the beginning of the Employment Period, Employee shall be granted options to purchase up to 12,000 shares of GP Strategies Corporation ("GPSC") Common Stock ("Common Stock") pursuant to the GPSC 1973 Stock Option Plan (the "Plan"). Such grant shall be subject to the provisions of the Plan and shall be on the terms and conditions, and subject to the restrictions, set forth herein and in the form of grant agreement used by GPSC at the time of such grant.

4. *Expenses*. Employee shall be entitled to reimbursement for reasonable travel and other out-of-pocket expenses necessarily incurred in the performance of Employee's duties hereunder, upon submission and approval of written statements, receipts and bills in accordance with the then regular procedures of the Company.

5. *Representations and Warranties of Employee*. Employee represents and warrants to the Company that (a) Employee is under no contractual or other restriction or obligation which is inconsistent with the execution of this Agreement, the performance of Employee's duties hereunder, or the other rights of the Company hereunder, and (b) Employee is under no physical or mental disability that would preclude Employee's performance, with or without reasonable accommodation, of the essential duties of Employee's position. Employee agrees to indemnify and hold harmless the Company for any liability the Company may incur as the result of any breach of this Section 5.

6. *Non-Competition, Non-Solicitation*. In view of the unique and valuable services that it is expected Employee will render to the Company, the knowledge of the customers, trade secrets, and other proprietary information relating to the business of the Company and/or its customers and suppliers that it is expected Employee will obtain, and the fact that such information would likely be used or revealed, either directly or indirectly, in any subsequent employment with a competitor of the Company or its affiliates, and the fact that such use by others could cause substantial harm to the Company or its affiliates, and in consideration of the compensation to be received hereunder, Employee hereby agrees as follows:

(a) during the period Employee is employed by the Company (whether such employment is under this Agreement or otherwise), Employee will not, directly or by assisting another individual or entity (i) compete with the Company or its subsidiaries with respect to any product or service sold, offered for sale, planned for future sale or otherwise provided by the Company or its subsidiaries, (ii) Participate In (hereinafter defined in this Section 6) any other business or organization (other than (A) not-for profit professional, civic, or similar organizations that do not compete with the Company or its subsidiaries, or (B) as agreed to in writing by the Company), whether or not such business or organization now is or shall then be competing with or of a nature similar to the business of the Company or its subsidiaries; (iii) reveal the name of any of the suppliers, customers, consultants or employees of the Company or its subsidiaries, except as reasonably required to promote and advance the business interests of the Company or its subsidiaries, as applicable, or (iv) recruit, solicit or interfere with, encourage to leave the Company or its subsidiaries, or endeavor to entice away from the Company or its subsidiaries, any of the current or prospective suppliers, customers, consultants, independent contractors or employees of the Company or its subsidiaries or attempt to cause any of the current or prospective suppliers, customers, consultants, independent contractors or employees of the Company or its subsidiaries to terminate his/her/its employment or other relationship with the Company or its subsidiaries; and

(b) for a period of up to six (6) months following the date of the termination of Employee's employment with, or engagement by, the Company for any reason (whether pursuant to this Agreement or otherwise), for so long as the Company continues to pay Employee an amount equal to the prorated salary paid to Employee immediately prior to the termination of Employee's employment, unless Employee breaches his/her obligations under this Agreement, in which event the Company shall have no obligation to make any further payments to employee, Employee shall not, directly or by assisting another individual or entity: (i) complete with, or Participate In any other business or organization which during such restricted period competes with, the Company with respect to any product or service (x) sold by the Company and (y) for which Employee had material responsibilities or involvement, or about which Employee received or had access to non-public information, in the course of Employee's employment with the Company; (ii) reveal the name of, recruit, solicit or interfere with, encourage to leave the Company or its subsidiaries, or endeavor to entice away from the Company or its subsidiaries any of the current or prospective suppliers, customers, consultants, independent contractors or employees of the Company or its subsidiaries or attempt to cause any of the current or prospective suppliers, customers, consultants, independent contractors or employees of the Company or its subsidiaries to terminate or reduce the scope of, as applicable, his/her/its employment or other relationship with the Company or its subsidiaries; or (iii) hire, employ, engage, recommend or seek to hire, employ, engage, or recommend any person who, at any time within the prior ninety (90) days, was an employee, consultant or independent contractor of the Company or its subsidiaries; and

(c) during the period Employee is employed by the Company (under this Agreement or otherwise), and continuing from and after the termination of Employee's employment with the Company, Employee will not: (i) use or allow to be used any trade or business name, or other words, symbol, logo, or means of identification which is similar to one used by the Company or any of its affiliates, or (ii) make any oral or written statements that disparage or place the Company or any of its affiliates, in a false or negative light.

As used in this Agreement, the term "Participate In" shall mean: "directly or indirectly, for Employee's own benefit or for, with, or through any other person (including, without limitation, any consultant or any person employed by or associated with any entity with whom Employee is employed or associated), firm, corporation or other entity, own (other than the ownership of not more than 1% of the outstanding common stock of a corporation, if, at the time of its acquisition, such stock is listed on a national securities exchange, is reported on NASDAQ, or is regularly traded in the over-the-counter market by a member of a national securities exchange), manage, operate, control, loan money to, invest in, or participate in the ownership, management, operation, or control of, or be connected as a director, officer, employee, partner, joint venturer, principal, equity holder, consultant, agent, independent contractor, or otherwise with, or acquiesce in the use of Employee's name in."

The restrictions contained in this Section 6 and Section 8 are necessary for the protection of the business and goodwill of the Company and its affiliates, and any breach by Employee of any of the provisions contained in this Section 6 or Section 8 will cause the Company and/or its affiliates immediate, material and irreparable injury, harm and damage, for which there is no adequate remedy at law. Accordingly, the Company shall be entitled, in addition to any other rights and remedies available to it at law or equity, to seek an injunction restraining such breach or a threatened breach, and in either case no bond or other security shall be required in connection therewith. The foregoing is not a waiver of any other rights which the Company may have under this Agreement, including, without limitation, the right to recover money damages.

The parties agree that the relevant public policy aspects of covenants not to compete have been discussed, and that every effort has been made to limit the restrictions placed upon Employee to those that are reasonable and necessary to protect the legitimate interests of the

Company and its affiliates. Employee recognizes, acknowledges and agrees that the provisions of this Section 6 and Section 8 are necessary and reasonable to protect the Company and its affiliates in the conduct of their businesses, that the Company's business is global in scope, and that limiting the geographic scope of the restrictions placed upon Employee in this Section 6 would not adequately protect the legitimate interests of the Company and its affiliates. Employee also recognizes, acknowledges and agrees that if Employee's employment with the Company terminates for any reason, Employee can earn a livelihood without violating any of the restrictions contained in this Section 6 and that Employee's skills and abilities are transferable to other businesses and industries. Employee also recognizes, acknowledges and agrees that any customer relationships developed, nurtured, fostered, or generated through Employee's employment with the Company represent goodwill for the Company and its affiliates and are entitled to the protection afforded by the limited restrictions set forth herein, even if Employee had such relationships prior to becoming employed by the Company.

If any restriction contained in this Section 6 or Section 8 shall be deemed to be invalid, illegal, or unenforceable by reason of its extent, duration, geographical scope, or otherwise, then (a) it is hereby declared to be the intention of the parties hereto that such provision be reformed to reflect the maximum extent, duration, geographical scope, or other limitation that is permitted by law, and (b) the court making such determination shall have the authority to reduce such restriction to the maximum extent, duration, geographical scope, or other limitation that is permitted by law, and in its reduced form such restriction shall then be enforceable in the manner contemplated hereby. The existence of a claim, charge, or cause of action by Employee against the Company or its affiliates shall not constitute a defense to the enforcement by the Company of any restrictive covenants herein, and such claim, charge, or cause of action shall be litigated separately.

The Company agrees to respond to any written request by Employee, made after notice has been given under Section 1 above, seeking guidance from the Company regarding whetehr specific actions contemplated by Employee would be viewed by the Company as likely to violate this Section 6.

7. *Innovations, Inventions, Developments, Etc.* Employee hereby agrees that all previous work done by Employee for RWD relating in any way to the conception, creation, discovery, invention, reduction to practice, derivation, design, development, manufacture, sale or support of products or services for RWD is the property of the Company, and the Employee hereby assigns to the Company all of Employee's right, title and interest in and to such previous work.

As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, "know how", ideas (whether or not protectable under trade secret laws), and all other subject matter relative to any of the foregoing, whether or not protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes

"Inventions," which is defined to mean any inventions protected under patent laws and "Derivative Works," which is defined to mean any derivative works protected under copyright laws.

Employee represents and warrants that set forth on Schedule A attached hereto is a true and complete list of all Innovations applicable to the business of RWD or relating in any way to RWD's businesses, which were conceived, reduced to practice, created, derived, developed, or made by Employee prior to Employee's employment with the Company (collectively, the "Prior Innovations"). Employee further represents and warrants that Employee has no rights in any such Innovations other than those Prior Innovations specified in Schedule A. If there is no such list on Schedule A, Employee represents and warrants that Employee has neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement. Employee hereby assigns to the Company all of Employee's right, title, and interest in and to the Prior Innovations.

Employee hereby agrees promptly to disclose and describe to the Company, and Employee hereby does and will assign to the Company all of Employee's right, title, and interest in and to: (a) each of the Innovations (including Inventions), and any associated intellectual property rights, which Employee may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of Employee's employment with Company (whether pursuant to this Agreement or otherwise), which either (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to the business of the Company or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, resources, assets, facilities or trade secret information and/or confidential or proprietary information, or (iii) resulted from any work Employee performed for the Company; and (b) each of the Innovations which is not an Invention (as demonstrated by Employee by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which Employee may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of Employee's employment with the Company (whether pursuant to this Agreement or otherwise) which are applicable to the business of Company (collectively, the Innovations identified in clauses (a) and (b) are hereinafter the "Company Innovations").

To the extent any of the rights, title and interest in and to the Company Innovations or Prior Innovations cannot be assigned by Employee to the Company, Employee hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees). To the extent any of the rights, title and interest in and to the Company Innovations or Prior Innovations can be neither assigned nor licensed by Employee to the Company, Employee hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company or any of the Company's successors in interest to such non-assignable and non-licensable rights. Employee further hereby grants to the Company a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which Employee incorporates, or permits to be incorporated, in any Company Innovations. Notwithstanding the foregoing, Employee agrees that Employee will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without the Company's prior written consent.

Employee agrees to perform, during and after Employee's employment (whether pursuant to this Agreement or otherwise), all acts deemed necessary or desirable by the Company to permit and assist the Company, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in Innovations (including, without limitation, the Company Innovations and the Prior Innovations) assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, the Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Innovations (including, without limitation, the Company Innovations and the Prior Innovations).

In the event that the Company is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, trademark, mask work, moral right, trade secret or other proprietary right under any Innovations (including, without limitation, the Company Innovations, the Prior Innovations and all derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), Employee hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact, which power is coupled with an interest, to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, trademarks, business names, trade names, assumed names, domain names, mask works, moral rights, trade secrets or other rights under the Innovations (including, without limitation, the Company Innovations and Prior Innovations), all with the same legal force and effect as if executed by Employee.

8. *Confidential Information.* All confidential or proprietary information which Employee may now possess, may obtain during or after the Employment Period, or may create prior to the end of the period Employee is employed by the Company under this Agreement or otherwise relating to the business of the Company or any of its affiliates or of any customer, employee, consultant, independent contractor or supplier of the Company or any of its affiliates shall not be published, disclosed, or made accessible by Employee to any other person, firm, or corporation either during or after the termination of Employee's employment or used by Employee except during the Employment Period in the business and for the benefit of the Company, in each case without prior written permission of the Company. By way of illustration, but not limitation, confidential and proprietary information may include trade secrets, "know how", customer lists, customer and supplier information, pricing policies, contacts at or knowledge of customers or prospective customers of the Company, equipment, inventions, products, processes, methods, techniques,

formulas, projects, developments, plans, research data, financial data, personnel data, computer programs and modules (both source and object codes), display screens and layouts, intranet files and data, server-side website documents and files, functions, subroutines, procedures, and other business affairs of the Company and its affiliates. Employee agrees that all such confidential and proprietary information is and shall be the exclusive property of the Company. Employee shall return all tangible evidence of such confidential or proprietary information and copies thereof to the Company prior to or at the termination of Employee's employment with the Company pursuant to this Agreement or otherwise. Employee agrees that Employee's obligation not to disclose or to use confidential and proprietary information and Employee's obligation to return materials and tangible property also extends to such types of information, materials and tangible property of customers of the Company or its affiliates or suppliers to the Company or its affiliates or other third parties who may have disclosed or entrusted the same to the Company, its affiliates or to Employee. Employee further acknowledges and agrees that the Company and its affiliates have a critical business interest in maintaining complete control and access to their computer systems. In view of this interest, Employee understands that he will have no right to privacy as to any personal information which he inputs or otherwise causes to become a part of such systems. Further, the Company and its affiliates, as applicable, shall be entitled (in the exercise of their sole discretion) to delete, erase and/or destroy any and all such information which Employee may so input or cause to become a part of the computer systems of the Company or its affiliates.

9. *Termination*. Notwithstanding anything herein contained, if on or after the date hereof and prior to the end of the Employment Period,

(a) either (i) as a result of a serious health condition (as defined in the Family and Medical Leave Act of 1993), and after giving effect to any reasonable accommodation required by law, Employee shall be physically or mentally incapacitated or disabled or otherwise unable fully to discharge his/her duties hereunder for a period of ninety (90) consecutive days, (ii) Employee shall be convicted, plead guilty, or enter a plea of *nolo contendere* to a felony or a crime involving moral turpitude, (iii) Employee shall commit (or make any statement of intention to commit) any act or omit to take any action in bad faith and to the detriment of the Company (including, without limitation, dishonesty, lack of complete integrity or candor, acts of embezzlement, misappropriation of funds, harassment or discrimination), (iv) Employee is under the influence of drugs or alcohol (other than prescription medicine or other medically-related drugs to the extent that they are taken in accordance with their directions) in violation of the Company's Fitness-for-Duty policy, or (iv) Employee shall (A) willfully and continually fail to perform his/her duties or obligations under any provision of this Agreement other than Section 6 or 8 in any material respect, and shall not correct such failure within ten (10) days after receipt of written notice thereof, or (B) fail to perform his/her duties or obligations under Section 6 or 8 in any material respect, then, and in each such case, the Company shall have the right to give notice of termination of Employee's services hereunder as of a then present or future date to be specified in such notice, Employee's employment shall terminate on the date so specified, the Company shall pay his/her base annual salary through the date of termination only, and, except as provided by law or the terms of the applicable benefit plan, Employee shall continue to receive the other benefits set forth in Section 3 through the date of termination only, or

(b) (i) (A) Employee resigns for "Good Cause," as defined below, or (B) the Company terminates Employee's employment for reasons other than those specified in Section 9(a), and (ii) Employee is in full compliance with his/her obligations under Sections 6 and 8, then, for a period of six (6) months after termination (the "Severance Period"), (1) the Company shall pay Employee his/her base annual salary at the rate in effect on the date of such employment termination, payable at such intervals (at least monthly) as salaries are paid generally to similarly situated employees of the Company and (2) Employee shall continue to be eligible to receive such benefits as Employee would have been entitled to under Section 3(b) had his/her employment not terminated; provided that the obligations of the Company pursuant to Section 9(b) shall terminate if Employee does not remain in full compliance with Sections 6 and 8. Notwithstanding anything herein to the contrary, Employee shall not be entitled to the pay and benefits set forth in this Section 9(b) unless and until Employee executes and delivers to the Company a general release of all claims and liabilities in form and substance acceptable to the Company. The parties hereto acknowledge and agree that the compensation to be provided under this Section 9(b) is to be provided in consideration for the above-specified release, including a release under the Age Discrimination in Employment Act. For the purposes hereof, the Employee shall be deemed to have resigned for "Good Cause" in the event that the Employee resigns within thirty (30) days following either (A) the Company's (i) reduction, without the express written consent of the Employee, of the Employee's annual base salary set forth in Section 3 hereof and failing to restore such annual base salary to the amount specified in Section 3 hereof within thirty (30) days after receipt of written notice from the Employee, or (ii) failure to make any material payment, or provide any material benefit to the Employee, contemplated hereunder, and fails to correct any such deficiency within ten (10) business days after receipt of written notice from the Employee, or (B) the Company shall breach any other material term of this Agreement and shall not correct such failure or breach within thirty (30) days after written notice from Employee.

(c) If (i) (A) Employee resigns for "Good Cause," as defined above, or (B) the Company terminates Employee's employment for reasons other than those specified in Section 9(a) and (ii) Employee fails to fully comply with his/her obligations under Sections 6 and 8 during the Employment Period and during the entire Severance Period, the Company shall pay Employee his/her base annual salary only through the date of termination of employment and, except as provided by law or the terms of the applicable benefit plan, Employee shall continue to receive the other benefits set forth in Section 3 through the date of termination only. Employee shall repay to the Company any amounts previously paid to which Employee was not entitled.

(d) If Employee shall die, then this Agreement shall terminate on the date of Employee's death, whereupon Employee or his/her estate, as the case may be, shall be entitled to receive only his/her salary at the rate provided in Section 3 to the end of the calendar month within which the date of termination shall take effect and no further compensation shall be paid.

Nothing contained in this Section 9 shall be deemed to limit any other right the Company may have to terminate Employee's employment hereunder upon any ground permitted by law.

10. *Merger, Etc.* In the event of a future disposition of (or including) the properties and business of the Company, substantially as an entirety, by merger, consolidation, sale of assets, or otherwise, then the Company shall assign this Agreement and all of its rights and obligations hereunder to the acquiring or surviving corporation or other entity.

11. *Survival*. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Sections 5 through 8 and 12 through 21 of this Agreement shall survive the termination of this Agreement for any reason.

12. *Modification*. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

13. *Notices*. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, given by Federal Express, Express Mail, or similar overnight delivery or courier service, or delivered against receipt to the party to whom it is to be given at the address of such party set forth in the preamble to this Agreement (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 13). Notice to the estate of Employee shall be sufficient if addressed to Employee as provided in this Section 13. Any notice or other communication given shall be deemed given at the time of receipt thereof.

14. *Waiver*. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

15. *Binding Effect*. Employee's rights and obligations under this Agreement shall not be transferable by Employee by assignment or otherwise, such rights shall not be subject to commutation, encumbrance, or the claims of Employee's creditors, and any attempt to do any of the foregoing shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of Employee and his/her heirs and personal representatives, and shall be binding upon and inure to the benefit of the Company and its successors and those who are its assigns under Section 10.

16. *Separability*. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court holds any provision of this Agreement to be invalid or unenforceable, the parties agree that, if allowed by law, that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the rest of this Agreement. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. *No Third Party Beneficiaries*. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement (except as provided in Section 15).

18. *Headings*. The headings in this Agreement are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

19. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. *Governing Law*. The validity and construction of this Agreement or of any of its terms or provisions shall be determined under the laws of the State of Maryland, regardless of any principles of conflicts of laws or choice of laws of any jurisdiction. Except as otherwise set forth herein, the state courts of the State of Maryland and, if the jurisdictional prerequisites exist at the time, the United States District Court for Maryland, shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement. The parties agree and acknowledge that Maryland is the State of the headquarters of the Company and the principal executive offices of the Company and is the State with the most logical nexus to this Agreement. In addition, it is anticipated that Employee will visit the State of Maryland in connection with his/her employment with Company and, accordingly, Employee consents to the jurisdiction and choice of law set forth in this Section 20. Employee acknowledges Employee's right to consult with an attorney prior to entering into this Agreement.

21. *Waiver of Jury Trial*. **AS A CONDITION OF EMPLOYMENT BY THE COMPANY, EMPLOYEE VOLUNTARILY AND KNOWINGLY WAIVES ANY RIGHTS EMPLOYEE MAY HAVE TO A TRIAL BY JURY IN ANY COURT ACTION RELATING TO OR CONCERNING THE COMPANY AND ITS EMPLOYEES. THIS WAIVER DOES NOT FOREGO ANY SUBSTANTIVE RIGHTS THE COMPANY OR EMPLOYEE MAY HAVE. THIS VOLUNTARY AND KNOWING JURY TRIAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY DISPUTES, CLAIMS OR CONTROVERSIES RELATING TO OR CONCERNING THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT WITH THE COMPANY.** BY EXECUTION OF THIS AGREEMENT, EMPLOYEE VOLUNTARILY AND KNOWINGLY WAIVES ANY RIGHTS EMPLOYEE MAY HAVE TO A JURY TRIAL BY JURY IN ANY COURT ACTION REGARDING ALL DISPUTES, CLAIMS, OR CONTROVERSIES CONCERNING THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT WITH THE COMPANY.

[*Signatures appear on the following page*.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GENERAL PHYSICS CORPORATION EMPLOYEE

By:

/s/ Douglas E Sharp	/s/ Patricia R. Begley
Douglas E. Sharp, President	Patricia R. Begley

The undersigned hereby agrees to the provisions of Sections 3(d) of this Agreement to the extent such provisions relate to options to purchase GPSC Common Stock.

GP STRATEGIES CORPORATION

By:

/s/ Scott Greenberg

Scott N. Greenberg
Chief Executive Officer

GP STRATEGIES CORPORATION

RESTRICTED STOCK UNITS NOTICE
UNDER THE
GP STRATEGIES CORPORATION
2011 STOCK INCENTIVE PLAN

(PERFORMANCE-BASED GRANT)

Name of Grantee:

This Notice evidences the award of restricted stock units (each, an "***RSU***," and collectively, the "***RSUs***") of GP Strategies Corporation, a Delaware corporation (the "***Company***"), that have been granted to you pursuant to the GP Strategies Corporation 2011 Stock Incentive Plan (the "***Plan***") and conditioned upon your agreement to the terms of the attached Restricted Stock Units Agreement (the "***Agreement***"). This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each RSU is equivalent in value to one share of the Company's Common Stock and represents the Company's commitment to issue one share of the Company's Common Stock at a future date, subject to the terms of the Agreement and the Plan. The RSUs are credited to a separate account maintained for you on the books and records of the Company (the "***Account***"). All amounts credited to the Account will continue for all purposes to be part of the general assets of the Company.

Grant Date:

Number of RSUs:

Vesting Schedule: All of the RSUs are nonvested and forfeitable as of the Grant Date and shall vest, if at all, on the date (which shall be no later than March 31, ____) upon which the Compensation Committee determines the extent to which the thresholds set forth below have been met. So long as your Service (as defined in the Agreement) is continuous from the Grant Date through the applicable date upon which vesting is scheduled to occur (except as set forth below), the RSUs will become vested and nonforfeitable based on percentage CAGR (as defined below) in Equity Value Per Share (as defined below) (the "Performance Measure") from January 1, ____ to December 31, ____ (the "Performance Period"). The following table sets forth the Equity Value Per Share amounts at the end of the Performance Period that translate to the CAGR levels that triggers vesting of the percentage of RSUs indicated below:

If Equity Value per Share at December 31, ____ is:	Then this % of the RSUs will vest:
$____ or greater but less than $____	10%
$____ or greater but less than $____	25%
$____ or greater but less than $____	50%
$____ or greater but less than $____	75%
$____ or greater but less than $____	100%
$____ or greater	125%

"Adjusted EBITDA" means EBITDA plus non-cash stock compensation expense, and an adjustment determined by the Committee to capture a full 12 months of EBITDA of acquired businesses during the measurement period, and other adjustments to EBITDA for other non-recurring or non-cash items as it determines appropriate.

"CAGR" means compound annual growth rate.

"EBITDA" means net income as reported by the Company plus interest, taxes, depreciation, and amortization.

"Equity Value Per Share" means Adjusted EBITDA times ___, minus Total Debt plus Cash, divided by basic shares outstanding on the measurement date.

All calculations shall be made using amounts stated in the Company's audited financial statements for the relevant periods prepared in accordance with U.S. GAAP.

To the extent not already vested or previously forfeited, if your Service ceases due to death, Total and Permanent Disability, or Retirement, your RSUs will become vested and nonforfeitable on a pro rata basis based on actual performance through the end of the Performance Period (or as otherwise required under the terms of the Plan).

To the extent not already vested or previously forfeited, if a Change in Control occurs, your RSUs will become vested and nonforfeitable on the date of the Change in Control based on achievement of the pro rata portion of the Performance Measure relating to the portion of the Performance Period completed as of the date of the Change in Control (or as otherwise required under the terms of the Plan).

Forfeiture of RSUs: To the extent not previously forfeited, all of your then-unvested RSUs will be forfeited to the Company, without payment of any consideration therefore, immediately and automatically upon the earlier of the date on which your Service with the Company ceases for any reason other than death, Disability, or Retirement.

I acknowledge that I have carefully read the Agreement and the prospectus for the Plan. I agree to be bound by all of the provisions set forth in those documents. I also consent to electronic delivery of all notices or other information with respect to the RSUs or the Company.

GP STRATEGIES CORPORATION

RESTRICTED STOCK UNITS AGREEMENT
UNDER THE
GP STRATEGIES CORPORATION
2011 STOCK INCENTIVE PLAN

1. Terminology. Unless otherwise provided in this Agreement, capitalized terms used herein are defined in the Glossary at the end of this Agreement.

2. Vesting. All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as your Service is continuous from the Grant Date through the applicable date upon which vesting is scheduled to occur, the RSUs will become vested and nonforfeitable in accordance with the vesting schedule set forth in the Notice. Except for the circumstances, if any, described in the Notice, none of the RSUs will become vested and nonforfeitable after your Service ceases.

3. Termination of Employment or Service. Unless otherwise provided in the Notice, if your Service with the Company ceases for any reason, all RSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such RSUs or the underlying shares of Common Stock.

4. Restrictions on Transfer. Neither this Agreement nor any of the RSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the RSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the RSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the RSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.

5. Settlement of RSUs.

(a) Manner of Settlement. You are not required to make any monetary payment (other than applicable tax withholding, if required) as a condition to settlement of the RSUs. The Company will issue to you, in settlement of your RSUs and subject to the provisions of Section 6 below, the number of whole shares of Common Stock that equals the number of whole RSUs that become vested, and such vested RSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares, the Company will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares on your behalf electronically to the Company's designated stock plan administrator or such other broker-dealer as the Company may choose at its sole discretion, within reason.

(b) Timing of Settlement. Your RSUs will be settled by the Company, via the issuance of Common Stock as described herein, promptly following the date that the RSUs become vested and nonforfeitable, and in any event no later than March 15 of the calendar year following the calendar year, in which the RSUs become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business. Notwithstanding the foregoing, in the event that (i) you are subject to the Company's policy permitting officers and directors to sell shares only during certain "window" periods, in effect from time to time or you are otherwise prohibited from selling shares of the Company's Common Stock in the public market and any shares covered by your RSUs are scheduled to be issued on a day (the "***Original Distribution Date***") that does not occur during an open "window period" applicable to you, as determined by the Company in accordance with such policy, or does not occur on a date when you are otherwise permitted to sell shares of the Company's Common Stock in the open market, and (ii) the Company elects not to satisfy its tax withholding obligations by withholding shares from your distribution, then such shares shall not be issued and delivered on such Original Distribution Date and shall instead be issued and delivered on the first business day of the next occurring open "window period" applicable to you pursuant to such policy (regardless of whether you are still providing continuous services at such time) or the next business day when you are not prohibited from selling shares of the Company's Common Stock in the open market, but in no event later than the fifteenth day of the third calendar month of the calendar year following the calendar year in which the Original Distribution Date occurs. In all cases, the issuance and delivery of shares under this Agreement is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner.

6. Tax Withholding. On or before the time you receive a distribution of the shares subject to your RSUs, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate which arise in connection with your RSUs (the "***Withholding Taxes***"). Additionally, the Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your RSUs by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***") whereby you irrevocably elect to sell a portion of the shares to be delivered under the Agreement to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the RSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued to you pursuant to Section 5) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares of Common Stock so withheld shall not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income. Unless the tax withholding obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any Common Stock. In the event the Company's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

7. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding RSUs shall, without further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional RSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If the Company shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled. If the stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled, in the same manner and to the same extent as the RSUs.

8. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without

cause or notice and whether or not such discharge results in the forfeiture of any nonvested and forfeitable RSUs or any other adverse effect on your interests under the Plan.

9. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the RSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 7(d) of the Plan.

10. The Company's Rights. The existence of the RSUs shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Restrictions on Issuance of Shares. The issuance of shares of Common Stock upon settlement of the RSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the RSUs shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the RSUs, the Company may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

12. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company, or in the case of notices delivered to the Company by you, addressed to the Administrator, care of the Company for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of RSUs by electronic means or to request your consent to participate in the Plan or accept this award of RSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the RSUs granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the RSUs granted hereunder shall be void and ineffective for all purposes.

14. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the RSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

15. 409A Savings Clause. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. The preceding provisions shall not be construed as a guarantee by the Company of any particular tax effect of the RSUs and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A of the Code. Notwithstanding the provisions of Section 4 of this Agreement, if you are a "specified employee" (as defined under Section 409A of the Code and determined in good faith by the Administrator) when your Termination Date occurs and your RSUs are to be settled on account of the occurrence of such Termination Date, settlement of your RSUs will be made within 15 days after the end of the six-month period beginning on your Termination Date (or, if earlier, within 15 days after the appointment of the personal representative or executor of your estate following your death), but only if such delay in the issuance of the shares is necessary to avoid the imposition of additional taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

16. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of RSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

17. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

18. No Funding. This Agreement constitutes an unfunded and unsecured promise by the Company to issue shares of Common Stock in the future in accordance with its terms. You have the status of a general unsecured creditor of the Company as a result of receiving the grant of RSUs.

19. Effect on Other Employee Benefit Plans. The value of the RSUs subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

20. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

21. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you

will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

22. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the RSUs, and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

24. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of a restricted stock unit award is a one-time benefit which does not create any contractual or other right to receive future grants of restricted stock units, or compensation in lieu of restricted stock units, even if restricted stock units have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Committee; (iii) the value of the restricted stock units is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (iv) the value of the restricted stock units is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the restricted stock units ceases upon termination of Service with the Company or transfer of employment from the Company, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) the Company does not guarantee any future value of the restricted stock units; and (vii) no claim or entitlement to compensation or damages arises if the restricted stock units decrease or do not increase in value and you irrevocably release the Company from any such claim that does arise.

25. Personal Data. For purposes of the implementation, administration and management of the restricted stock units or the effectuation of any acquisition, equity or debt financing, joint venture, merger, reorganization, consolidation, recapitalization, business combination, liquidation, dissolution, share exchange, sale of stock, sale of material assets or other similar corporate transaction involving the Company (a "***Corporate Transaction***"), you consent, by execution of the Notice, to the collection, receipt, use, retention and transfer, in electronic or other form, of your personal data by and among the Company and its third party vendors or any potential party to a potential Corporate Transaction. You understand that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social security number, tax identification number, date of birth, nationality, job and payroll location, data for tax withholding purposes and shares awarded, cancelled, vested and unvested) may be transferred to third parties assisting in the implementation, administration and management of the restricted stock units or the effectuation of a Corporate Transaction and you expressly authorize such transfer as well as the retention, use, and the subsequent transfer of the data by the recipient(s). You understand that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country. You understand that data will be held only as long as is necessary to implement, administer and manage the restricted stock units or effect a Corporate Transaction. You understand that you may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Secretary. You understand, however, that refusing or withdrawing your consent may affect your ability to accept a restricted stock unit award.

26. Section 162(m). If the Company reasonably anticipates that the delivery of any shares of Common Stock in any year would, when considered with your other compensation, result in the Company's inability to deduct the value of such shares because of the limitation on deductible compensation under Code Section 162(m), then the Company shall defer the delivery of such shares until the first year in which the Company reasonably anticipates that the related deduction will not be limited under Section 162(m) (the "First Non-162(m) Year") in accordance with the such rules and procedures established by the Committee under the Plan and Section 409A and the regulations thereunder.

{*Glossary begins on next page*}

GLOSSARY

(a) "***Administrator***" means the Board of Directors of GP Strategies Corporation or such committee or committees appointed by the Board to administer the Plan.

(b) "***Affiliate***" means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with GP Strategies Corporation (including but not limited to joint ventures, limited liability companies, and partnerships). For this purpose, "control" means ownership of 50% or more of the total combined voting power or value of all classes of stock or interests of the entity.

(c) "***Agreement***" means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.

(d) ***"Change in Control"*** has the meaning set forth in the Plan.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.

(f) "**Common Stock**" means the common stock, US$.01 par value per share, of GP Strategies Corporation.

(g) "***Company***" means GP Strategies Corporation and its Affiliates, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only GP Strategies Corporation.

(h) "***Fair Market Value***" has the meaning set forth in the Plan. The Plan generally defines Fair Market Value to mean the closing price per share of Common Stock on the relevant date on the principal exchange or market on which the Common Stock is then listed or admitted to trading or, if no sale is reported for that date, the last preceding Business Day on which a sale was reported.

(i) "***Grant Date***" means the effective date of a grant of RSUs made to you as set forth in the relevant Notice.

(j) "***Notice***" means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of RSUs made to you.

(k) "***Plan***" means the GP Strategies Corporation 2011 Stock Incentive Plan, as amended from time to time.

(l) **"*Retirement*"** means your retirement from active employment with the Company or any Affiliate (i) on or after attaining age 55, (ii) after completing at least 10 years of continuous Service and (iii) giving notice of termination of employment as required by any agreement between you and the Company and continuing to perform your obligations to the Company through the date of termination.

(m) "***RSU***" means the Company's commitment to issue one share of Common Stock at a future date, subject to the terms of the Agreement and the Plan.

(n) "**Service**" means your employment, service as a non-executive director, or other service relationship with the Company and its Affiliates. Your Service will be considered to have ceased with the Company and its Affiliates if, immediately after a sale, merger, or other corporate transaction, the trade, business, or entity with which you are employed or otherwise have a service relationship is not GP Strategies Corporation or its successor or an Affiliate of GP Strategies Corporation or its successor.

(o) "**Total and Permanent Disability"** means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Administrator may require such proof of Total and Permanent Disability as the Administrator in its sole discretion deems appropriate and the Administrator's good faith determination as to whether you are totally and permanently disabled will be final and binding on all parties concerned.

(p) "***You***" or "***Your***" means the recipient of the RSUs as reflected on the applicable Notice. Whenever the word "you" or "your" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the RSUs may be transferred by will or by the laws of descent and distribution, the words "you" and "your" shall be deemed to include such person.

{*End of Agreement*}

SUBSIDIARIES OF THE REGISTRANT

Name	Jurisdiction of Incorporation
GP Strategies Argentina S.R.L.	Argentina
GP Strategies Australia Pty Limited	Australia
TTi International (Australia) Pty Ltd	Australia
GP Treinamento Brasil Ltda	Brazil
TTI - Inovações em Treinamento Ltda.	Brazil
GP Canada Co.	Canada
TTi Inc. y Compañía Limitada	Chile
TTi Inc. Capacitación y Compañía Limitada	Chile
GP (Shanghai) Co., Ltd.	China
TTi Consulting (Beijing) Limited	China
GP Colombia Ltda	Colombia
GP Strategies Cyprus Limited	Cyprus
GP Strategies Nordic A/S	Denmark
GP Strategies Denmark ApS	Denmark
GP Strategies Egypt, LLC	Egypt
GP Strategies France S.A.R.L.	France
GP Strategies Finland Oy	Finland
GP Strategies Deutschland GmbH	Germany
GP Strategies (Hong Kong) Limited	Hong Kong
GP Strategies Hungary Kft	Hungary
GP Strategies India Pvt. Ltd.	India
Total Training Innovations Private Limited	India
GP Strategies Ireland Limited	Ireland
GP Strategies Japan G.K.	Japan
TTi - Japan Corporation	Japan
GP Strategies Malaysia Sdn. Bhd.	Malaysia
General Physics Corporation Mexico, S.A. de C.V.	Mexico
Trabajo Total Integrado, S.A. de C.V.	Mexico
GP Strategies Netherlands B.V.	Netherlands
TTI Peru S.A.C.	Peru
GP Strategies Philippines, Inc.	Philippines
TTi Global Philippines, Inc.	Philippines
GP Strategies Poland sp. Z.o.o	Poland
Treinova Portugal, Unipessoal Lda	Portugal
GP Strategies Performance Training SRL	Romania
GP Strategies Singapore (Asia) Pte. Ltd.	Singapore
TTI Global Consultancy S.L.	South Africa
GP Strategies Korea Y.H.	South Korea
TTI Global Consultancy S.L.	Spain
GP Strategies Sweden AB	Sweden
GP Strategies Switzerland GmbH	Switzerland
GP Strategies Taiwan Ltd.	Taiwan
Total Training Innovations (Thailand) Limited	Thailand
TTi Global Automotive Co., Ltd.	Thailand
GP Strategies Danýþmanlýk Limited Þirketi	Turkey
GP Strategies Middle East FZ-LLC	United Arab Emirates

TTi Middle East Global Training L.L.C	United Arab Emirates
General Physics (UK) Ltd.	United Kingdom
GP Strategies Holdings Ltd	United Kingdom
GP Strategies Automotive Limited	United Kingdom
GP Strategies Limited	United Kingdom
GP Strategies Training Ltd.	United Kingdom
Jencal Training Limited	United Kingdom
TTi Global, Inc.	United States, Michigan

Exhibit 23

Consent of Independent Registered Public Accounting Firm

The Board of Directors
GP Strategies Corporation:

We consent to the incorporation by reference in the registration statements (Nos. 333-236015, 333-178892 and 333-123949) on Form S-8 and registration statements (Nos. 333-169603, 333-97531, and 333-110611) on Form S-3 of GP Strategies Corporation of our reports dated March 10, 2020, with respect to the consolidated balance sheets of GP Strategies Corporation as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements), and the effectiveness of internal control over financial reporting as of December 31, 2019, which reports appear in the December 31, 2019 annual report on Form 10-K of GP Strategies Corporation.

Our report dated March 10, 2020, on the consolidated financial statements, refers to the adoption of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases,* effective January 1, 2019. This change was adopted using the modified retrospective method.

Our report dated March 10, 2020, on the consolidated financial statements, refers to the adoption of FASB ASC Topic 606, *Revenue from Contracts with Customers,* effective January 1, 2018. This change was adopted using the modified retrospective method.

Our report dated March 10, 2020, on the effectiveness of internal control over financial reporting as of December 31, 2019, expresses our opinion that GP Strategies Corporation did not maintain effective internal control over financial reporting as of December 31, 2019 because of the effect of material weaknesses on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states the following material weaknesses were identified and included in management's assessment:

Our risk assessment process was not effective in considering changes to the business operations, personnel and other factors affecting certain financial reporting processes, and we did not have sufficient resources available to perform the risk assessment process and implement controls in the requisite timeframe. This resulted in:

- Ineffective program change management controls over program and data changes affecting the ERP financial IT applications. Specifically, the change management process was not designed properly to demonstrate the completeness and approval of all configuration changes that have occurred. The related detective control to monitor changes was not implemented. Also, the control over access to migrate changes into the production environment was determined to be ineffective.

- Ineffective user access controls to adequately restrict user access to financial applications and related data commensurate with job responsibilities. Management did not perform appropriate user access reviews.

- Ineffective general information technology controls over the ERP system resulting in ineffective automated controls and manual controls that are dependent upon the completeness and accuracy of information derived from the ERP system. This includes automated and manual controls over all significant accounts presented in the consolidated financial statements.

- Ineffective risk assessment to ensure controls were designed and implemented to respond to the risks within the revenue and human resources processes company-wide as well as other processes specific to only TTi Global, Inc., which was acquired on November 30, 2018.

/s/ KPMG LLP

Baltimore, Maryland
March 10, 2020

Exhibit 31.1

CERTIFICATION

I, Scott N. Greenberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of GP Strategies Corporation;
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 officers 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 the 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: March 10, 2020

/s/ Scott N. Greenberg

Scott N. Greenberg
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Michael R. Dugan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of GP Strategies Corporation;
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 officers 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 the 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: March 10, 2020

/s/ Michael R. Dugan

Michael R. Dugan
Executive Vice President and Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of GP Strategies Corporation (the “Company”) for the quarter ended December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer’s knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 10, 2020

/s/ Scott N. Greenberg	/s/ Michael R. Dugan
Scott N. Greenberg	Michael R. Dugan
Chief Executive Officer	*Executive Vice President and Chief Financial Officer*