



Azalea Capital

Dear _____,

This letter is an agreement ("Agreement") between Full Name ("FINDER") and Azalea RBIC Management Company, LLC ("BUYER") that BUYER shall pay FINDER a finder's fee upon the consummation by BUYER or any of its Affiliates of any acquisition of stock, debt instruments, or assets, or investment in, in whatever form (a "Subject Transaction"), of a Company formally identified and confirmed by BUYER in the process outlined in the subsequent paragraph (such entity and its Affiliates or any part thereof or interest therein, collectively, the "Company"). For purposes of this Agreement, the term, "Affiliate," means (i) any person, including any corporation, partnership, limited liability company or partnership, association, trust, or other organization, which, directly or indirectly, controls, is controlled by, or is under common control with, the person in question, as applicable, and (ii) in the case of an individual, the parents, descendants, siblings, and spouse of such individual. As used with respect to any entity or organization, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to (i) vote more than 50% of the securities having ordinary voting power for the election of directors of the controlled entity or organization or (ii) direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding anything to the contrary herein, any third party that learns the identity of the Company from the BUYER and subsequently enters into a Subject Transaction, shall be deemed an Affiliate of the BUYER, and BUYER shall pay FINDER a finder's fee upon the consummation of such Subject Transaction.

FINDER shall formally identify the Company in writing and introduce the Company to BUYER upon FINDER's receipt of a fully executed copy of this Agreement. In the event that the Company has previously been identified to BUYER by a third party (or BUYER has had previous direct contact with the Company) and is currently the subject of a finder's fee to such third party (a "Previous Identification"), BUYER shall, within five business days of FINDER's formal identification, notify FINDER of such Previous Identification and supply FINDER with such information that FINDER shall reasonably request to allow FINDER to make a determination that a Previous Identification exists, in which case this Agreement shall be null and void. In the event that the BUYER does not make such notification within five business days, or fails to provide such information that FINDER reasonably requests, this Agreement shall continue to be binding upon the parties hereto.

The Finder's Fee due to FINDER shall be two components:

- 1) \$100,000 "One Hundred Thousand Dollars" AND
- 2) \$25,000 "Twenty-Five Thousand Dollars" donation to a 501(c) organization of the FINDER's choice

BUYER shall pay FINDER's fee to FINDER simultaneously with the closing of a Subject Transaction.

FINDER disclaims responsibility, direct or indirect, expressed or implied, for the truth, accuracy, or completeness of information provided to BUYER concerning the Company. FINDER's services under this Agreement are limited to identifying the Company to BUYER, at which time FINDER's fees hereunder shall be fully earned if BUYER enters into a Subject Transaction with or pertaining to the Company. FINDER represents and BUYER acknowledges that neither FINDER nor its employees are

licensed securities brokers or dealers, or investment advisors, and that this Agreement is not intended for the purpose of buying, selling, or trading securities, or offering counsel or advice with respect to any of such activities.

Any dispute arising under or in any way related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with such association's commercial rules then in effect. The arbitration shall be binding upon the parties thereto and the arbitration award may be confirmed by any court of competent jurisdiction. The arbitrator may award the prevailing party in such arbitration reasonable attorney fees and costs. Costs and fees of the arbitration shall be paid by the non-prevailing party.

This Agreement may be terminated by either party upon at least thirty (30) days written notice to the other. However, the BUYER shall remain liable to FINDER for a finder's fee as provided above if it consummates, within twelve (12) months following termination of this Agreement, a Subject Transaction with or pertaining to the formally identified and confirmed Company.

Very truly yours,

Ben Wallace
Azalea RBIC Management Company, LLC
(864) 235-0201
ben@azaleacapital.com

Accepted and agreed to:

Full Name

By: _____

Date: _____