
Red Clay Advisors, LLC

FEE AGREEMENT

This agreement, made and entered into this _____ day of _____, _____, confirms the understanding between _____ (“Finder”), whose address is _____, and Red Clay Advisors, LLC (“Red Clay”) in connection with the submission to Red Clay or an entity affiliated with or created or controlled by Red Clay (“Red Clay Affiliate”) of proposals related to candidates for acquisition (each a “Candidate”).

1. **FEES.** Red Clay or a Red Clay Affiliate will pay the Finder a fee (as defined below) if (i) Red Clay or a Red Clay Affiliate acquires Candidate, (ii) Finder is not owed any fees by the Candidate, Candidate's owners or the actual seller of the Candidate, or any financial advisor, lender, partner, member, director or other entity or individual affiliated with the Candidate ("Candidate Affiliates"), (iii) Finder meets the performance requirements set forth in Section 2 below, except to the extent waived in writing by Red Clay or the Red Clay Affiliate, and (iv) neither Red Clay nor the Red Clay Affiliate has had a prior contact with the Candidate or any Candidate Affiliates as set forth in Section 4 below. Such fee will be equal to 1.5% of the Purchase Price (hereinafter defined).
 - (a) **Definition of Purchase Price.** In the event of a purchase of any or all of the assets of Candidate, the purchase price to which the fee shall be applied shall include all cash, stock, notes, securities, and/or any other consideration of monetary value received by the seller from Red Clay or the Red Clay Affiliate (as the case may be) at closing. Post-closing adjustments to purchase price shall not be taken into account. In the event of purchase of any stock of Candidate, the purchase price shall be the price of such stock plus all institutional indebtedness of Candidate, less the total cash or cash equivalents and publicly traded securities owned by Candidate.
 - (b) **Cash Payment.** Fees to be paid hereunder will be paid in full either by check or wire transfer (at the sole discretion of Red Clay or Red Clay Affiliate) at the time of closing of the acquisition of the Candidate by Red Clay or Red Clay Affiliate.
 - (c) **Expiration and Termination.** The term of this agreement will be twelve (12) months from the date hereof, and may be terminated in writing by either party. In the event of early termination by Red Clay or Red Clay Affiliate, any Candidate submissions by Finder under this agreement completed prior to early termination shall be governed by this agreement as if not terminated early. It is agreed and understood that Red Clay or the Red Clay Affiliate shall be under no obligation (i) to acquire any Candidate or (ii) to pay any fees to Finder if Candidate is not acquired by Red Clay or the Red Clay Affiliate unless the negotiations are continuing at the expiration of the original twelve-month term of the agreement and such negotiations are successfully concluded as a consequence thereof.
2. **PERFORMANCE.** All submissions of Candidates to Red Clay or Red Clay Affiliate shall be in writing, and shall at a minimum contain the name of the Candidate, the owner(s) of Candidate, any co-broker arrangements, any intermediary to be paid a fee by Candidate or any Candidate Affiliates, and shall include a brief description of the Candidate and the asking price. Finder shall arrange a meeting between Red Clay or the Red Clay Affiliate and seller, and shall furnish historical financial statements (including current statements), product literature, and/or a memorandum or other information with respect to Candidate as Red Clay

or the Red Clay Affiliate shall deem reasonably necessary to facilitate its investigation of Candidate.

3. NO AGENCY. In connection with the activities hereunder it is agreed and understood that the Finder shall not be deemed to be the agent of Red Clay or the Red Clay Affiliate and is not authorized to make any agreement for Red Clay or the Red Clay Affiliate or any representation or warranty on behalf of Red Clay or the Red Clay Affiliate. Finder agrees not to disclose Red Clay's or the Red Clay Affiliate's name to Candidate unless such disclosure is specifically authorized by Red Clay or the Red Clay Affiliate.
4. PRIOR CONTACTS. Finder is aware that Red Clay, in its ongoing business, maintains active contacts with a large number of companies and financial advisors, and may have established contact with, or been introduced by another intermediary to Candidate prior to the submission by Finder. In addition, Candidate may have retained an investment banker or advisor to sell the business and Red Clay or the Red Clay Affiliate is designated by Candidate or Candidate's advisors as a potential acquirer of the business such that Red Clay or the Red Clay Affiliate is contacted by Candidate or its advisors. Should the foregoing be the case, Red Clay or the Red Clay Affiliate will not be responsible for any fees for the service of Finder with respect to any acquisition of Candidate by Red Clay or the Red Clay Affiliate.
5. CONFIDENTIALITY. Finder agrees that Finder will not disclose to any other party, without the prior consent of Red Clay or Red Clay Affiliate, (i) Finder's submission of any Candidates to Red Clay or Red Clay Affiliate, (ii) any information from or about any Candidate or about the acquisition of the Candidate that Finder may receive in connection with Finder's activities on behalf of Red Clay or Red Clay Affiliate, and (iii) any content or substance of any contacts, discussions, proposals, transactions or other writings between a Candidate and Red Clay or Red Clay Affiliate. These confidentiality provisions shall survive termination and expiration. The confidentiality provisions of this section 5 shall not apply to information that is in the public domain or publicly known or available.
6. MISCELLANEOUS.
 - (a) Finder represents and warrants that (i) Finder has full right and authority and ability to make and perform this agreement in accordance with its terms, (ii) the making or performance of this agreement by Finder will not violate the rights of, agreements with or obligations to any third parties, and (iii) Finder will not circumvent or otherwise frustrate the intent of this agreement.
 - (b) This agreement shall be binding upon the parties' mutual affiliates and mutual successors, assigns and legal representatives, including any such entities that result from a change of control, sale or legal proceedings. This agreement may not be assigned by the Finder without the prior written consent of Red Clay or Red Clay Affiliate. Any waiver by any party of a breach of any provision of this agreement shall not operate as or be construed to be a waiver of any other provisions of this agreement. Any waiver of a provision of this agreement must be in writing executed by all of the parties hereto.
 - (c) This agreement shall be governed by the laws of the State of Delaware without conflict of laws principles. Any and all disputes arising under or related to this agreement shall be adjudicated in arbitration, which shall be conducted in Wilmington, Delaware and

each party consents to personal jurisdiction and service of process for the purposes of any such arbitration.

(d) This agreement may be amended only in writing signed by both parties. This agreement contains all of the provisions, conditions, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Any and all prior agreements between the parties hereto with respect to such matters are hereby superseded by this agreement.

RED CLAY ADVISORS, LLC _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____