



FINDER'S FEE AGREEMENT

RM Cubed, LLC, along with its agents and affiliates (collectively, "**RMC**") is seeking investment and acquisition candidates that meet its established investment criteria. The undersigned person or entity and its agents and affiliates (collectively, "**Finder**"), may be aware of candidates for investment or acquisition by RMC. (RMC and Finder are referred to as a "**Party**" and collectively as the "**Parties**".) RMC and Finder agree as follows:

- 1) The Effective Date of this Finder's Fee Agreement (the "**Agreement**") is set forth at the bottom of the page.
- 2) If RMC consummates an investment or acquisition with an investment or acquisition candidate that is introduced to RMC by Finder within one year after such introduction, then RMC will pay Finder a standard finder's fee.
- 3) The amount upon which the finder's fee is based will be (i) if the transaction is for a non-control interest, the amount of the equity investment by RMC (and its co-investors) or (ii) if the transaction is a majority control transaction, the amount of the total acquisition value (as determined in good faith by RMC within 30 days after the close of the transaction) (the "**Transaction Value**"). (The fee will only be paid in those instances where Finder is not compensated in any way by the investment or acquisition candidate.) The fee will be equal to the following schedule:

5% of \$1 to \$1,000,000
Plus 4% of \$1,000,001 to \$2,000,000
Plus 3% of \$2,000,001 to \$3,000,000
Plus 2% of \$3,000,001 to \$4,000,000
Plus 1% over \$4,000,000

In any event, the fee shall not be less than \$10,000. If there is no closing, there is no fee. If there is an earnout, payment of the fee based on the earnout component shall be deferred until the earnout payments are actually made by RMC.

- 4) Before introducing a prospective investment or acquisition candidate to RMC, Finder will make contact with the candidate and obtain preliminary financial information to confirm that it meets RMC's established investment criteria. Upon the receipt from Finder of the name of any potential candidate, RMC reserves the right to promptly inform Finder that RMC has a pre-existing relationship with that candidate, and upon receipt of such notice, Finder will exclude that candidate from this Agreement (and RMC reserves the right to pursue an investment with that candidate without owing any finder's fee to Finder). If RMC desires to have Finder provide other services, the parties will negotiate a separate agreement relating to those services.
- 5) Finder agrees that under no circumstances will RMC be obligated to pay more than one finder's fee on any transaction consummated by RMC. Finder represents and warrants to RMC that Finder is not aware of any other broker or intermediary that may claim a fee from RMC with respect to Finder's investment or acquisition candidate. Finder further represents and warrants to RMC that the investment or acquisition candidate has not retained another finder, broker, or other intermediary to solicit indications of interest for any investment or acquisition transaction. Finder also represents and warrants to RMC that Finder has all necessary licenses, if any, from applicable governmental agencies (including the Securities and Exchange Commission) to perform its obligations hereunder and receive the fee contemplated hereby.
- 6) This Agreement will remain in effect until terminated by either Party, which may be done by giving written notice of termination to the other Party at least 30 days in advance of the termination. The terms and conditions of Sections 2-5 and 10-11 will, however, survive termination for a period of one year.

- 7) This Agreement imposes no obligation on a Party to enter into any transaction with any other person or entity. This Agreement does not create any agency or partnership relationship of any kind between the parties.
- 8) Each party represents and warrants to the other party that such party fully understands the terms hereof, has had an opportunity to review this Agreement with counsel.
- 9) This Agreement contains the entire Agreement between the parties regarding this subject matter, and all prior understandings are merged in this Agreement. This Agreement will be construed as a whole, according to its fair meaning, and not strictly for or against either party. All amendments or modifications to this Agreement must be in writing and signed by both parties.
- 10) This Agreement is governed by, and will be construed according to the laws of the State of Tennessee, without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
- 11) This Agreement is performable, in whole or in part, in Davidson County, Tennessee. Any legal proceeding arising out of the Agreement will be filed and heard in a court of competent jurisdiction sitting in Davidson County, Tennessee. No party will claim that any such proceeding brought in any court has been brought in an inconvenient forum.

Name, contact information, and business description of investment or acquisition candidate: _____

Accepted for:

RM Cubed, LLC

FINDER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 428 Savannah Way
Franklin, TN 37067

Address: _____

City / St / Zip: _____

Effective Date: ____ / ____ / ____