

FEE SHARING AGREEMENT

This Fee Sharing Agreement (the “Agreement”) is made and entered into as of DATE (the “Effective Date”), by and between PLACEMENT SHARING BROKER (“PLACEMENT SHARING BROKER”), and Bridgeport Partners, LLC, an Illinois limited liability company doing business as Entrex Capital Markets, or its successor (“Company”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Company is a registered broker-dealer with the Financial Industry Regulatory Authority;

WHEREAS, PLACEMENT SHARING BROKER is a registered broker-dealer with the Financial Industry Regulatory Authority;

WHEREAS, Company is engaged to act as an exclusive placement agent by *ZZZZZZZZZ*, a *VVVVVVVV* corporation, (“Client”), to raise an amount of capital as set forth in that certain Placement Agent Engagement Agreement, dated DATE, by and among Company, Entrex Capital Markets, and Client (the “Private Placement Agreement”);

WHEREAS, Company desires to enter into this Agreement with PLACEMENT SHARING BROKER to assist Company in raising said capital; and

WHEREAS, the Parties desire to set forth the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, PLACEMENT SHARING BROKER and Company hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein and made a part hereof.
2. PLACEMENT SHARING BROKER Services.
 - a. PLACEMENT SHARING BROKER shall solicit investors (each, an “Investor” and collectively, the “Investors”) that may have an interest in providing debt or equity capital (each, a “Transaction”) to the Client on terms and conditions to be mutually agreed upon by and among the Investors and the Client (the “PLACEMENT SHARING BROKER Services”). Company acknowledges that PLACEMENT SHARING BROKER makes no guaranties, assurances or representations to either Company or the Client that PLACEMENT SHARING BROKER will be

able to find any Investors, or that any Transaction with the Client will be completed.

- b. PLACEMENT SHARING BROKER shall conduct the PLACEMENT SHARING BROKER Services at all times in accordance with the relevant federal and state securities laws and regulations.
 - c. PLACEMENT SHARING BROKER shall submit any and all advertising (if any) created in connection with the provision of the PLACEMENT SHARING BROKER Services to Company for review three (3) business days prior to use.
3. PLACEMENT SHARING BROKER shall immediately notify Company of any change in PLACEMENT SHARING BROKER's legal status or registration with any federal or state securities regulator that could impact Company or the provision of the PLACEMENT SHARING BROKER Services.
4. Compensation to PLACEMENT SHARING BROKER. In the event the Client consummates any Transaction with any individual or entity during the term of the Private Placement Agreement, or at any time during the thirty-six (36) month period commencing after the termination or expiration of the Private Placement Agreement, Company agrees to pay PLACEMENT SHARING BROKER a fee (the "PLACEMENT SHARING BROKER Fee") equal to fifty percent (50%) of: (a) the amount of gross fees received by Company for such Transaction without regard to whether such individual or entity is an Investor solicited or identified by PLACEMENT SHARING BROKER, and (b) the gross amount of any termination fee received by Company in the event the Private Placement Agreement is terminated. The PLACEMENT SHARING BROKER Fee shall be due within three (3) business days of receipt by Company of the Company's fee as reflected in the Private Placement Agreement. If no fees are received by Company, PLACEMENT SHARING BROKER shall receive no compensation for its services. Unless agreed to in writing, Company shall not be responsible for any out-of-pocket expenses incurred by PLACEMENT SHARING BROKER in connection rendering the PLACEMENT SHARING BROKER Services, except that if travel is required by PLACEMENT SHARING BROKER, Company agrees to request of Client, as provided in the Private Placement Agreement, that Client disburse to PLACEMENT SHARING BROKER a reasonable amount of funds to provide for the expenses of said travel.
5. Representations of Company.
 - a. Company is, and during the term of this Agreement shall continue to be, duly licensed or registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and the corresponding provisions of state law and is, and during the term of this Agreement shall continue to be, a member in good standing with FINRA. Company represents and warrants as of the

date hereof that it is in compliance with, and during the term of this Agreement it shall continue to comply with, all applicable laws and regulations.

- b. As of the date hereof, Company is not subject to any order or a subject of any finding of the Securities and Exchange Commission or any other agency or court with respect to any violation of any federal or state securities laws or laws relating to commodities trading. Company agrees that in performing its obligations under this Agreement, it will comply in all respects with all applicable laws of the United States and each jurisdiction in which Company performs its services under the Private Placement Agreement and the applicable rules of the National Association of Securities Dealers.
- c. Company agrees that no other placement agent is or will be authorized or utilized by it during the term of this Agreement, directly or indirectly, to perform services on behalf of either the Company or the Client of the type contemplated hereunder. No fee payable to any other financial, legal, or other advisor either by the Company or any other person or entity shall reduce or otherwise affect the fees payable hereunder to PLACEMENT SHARING BROKER.
- d. Company acknowledges that the PLACEMENT SHARING BROKER Services do not include the rendering of legal advice or financial advisory services to either Company or the Client. Company also acknowledges that PLACEMENT SHARING BROKER: (i) will be relying without investigation upon information that is available from public sources or other information supplied to it by, or on behalf of, the Company or the Client, and (ii) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify said information or to perform any due diligence or financial analysis in connection with a Transaction.
- e. Company agrees to introduce PLACEMENT SHARING BROKER to the Client.
- f. Company agrees to consult with PLACEMENT SHARING BROKER periodically, as requested by PLACEMENT SHARING BROKER, in the event PLACEMENT SHARING BROKER has any questions or comments in connection with the performance of the PLACEMENT SHARING BROKER Services.
- g. Company represents that its Private Placement Agreement with Client is in full force and effect and that there are no alleged claims of breach of said agreement by either Company or the Client. Company shall provide to PLACEMENT SHARING BROKER a copy of its Private Placement

Agreement for its files either prior to, or concurrent, with the execution of this Agreement.

6. Confidentiality; Non-Circumvention. Company agrees that any written communication provided by PLACEMENT SHARING BROKER pursuant to this Agreement will be treated by the Company as confidential, will be used solely for the information of the Company and will not be used, circulated, quoted or otherwise referred to for any other purpose, nor will it be filed with, included in or referred to, in whole or in part, in any registration statement, proxy statement or any other communication, whether written or oral, prepared, issued or transmitted by the Company or any affiliate, director, officer, employee, agent or representative of any thereof, without, in each instance, PLACEMENT SHARING BROKER's prior written consent. Company also agrees, on behalf of itself and its affiliates, including Entrex Capital Market Inc., that it will not initiate or maintain contact, either directly or indirectly, solicit or attempt to enter into any contract, arrangement or relationship with any of the Investors, or any of the officers, directors, representatives, subsidiaries, affiliates or employees of any of the Investors, without the prior written consent of PLACEMENT SHARING BROKER.
7. Access to Information. PLACEMENT SHARING BROKER and Company jointly agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding arising in connection with the Private Placement Agreement. Each Party, upon receipt, will notify the other Party of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding in connection with the Private Placement Agreement. PLACEMENT SHARING BROKER and Company further agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding with respect to Company, PLACEMENT SHARING BROKER, or their representatives to the extent that such investigation or proceeding is in connection with the Private Placement Agreement. Each Party shall furnish applicable federal and state regulatory authorities with any information or reports in connection with its services under this Agreement which such authorities may request in order to ascertain whether the other Party's operations are being conducted in a manner consistent with any applicable law or regulation. Each Party shall bear its own costs and expenses of complying with any regulatory requests.
8. Authority. The persons executing this Agreement on behalf of PLACEMENT SHARING BROKER and Company each warrant that they have full authority to do so and PLACEMENT SHARING BROKER and Company each agree that they shall not claim lack of corporate authority as a defense in any proceeding in connection with the Agreement.
9. Choice of Law. This Agreement shall be governed and interpreted by the laws of the State of Illinois, without regard to conflict of laws.

10. Dispute Resolution; Attorney's Fees. The Parties agree to mediate in Cook County, State of Illinois any controversy, claim, or dispute arising between the Parties before resorting to legal action as set forth herein. Mediation fees, if any, shall be divided equally between the Parties. The Parties agree that if any Party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney's fees, even if said fees would otherwise be available to that Party in any such action. In the event that the parties cannot settle the dispute in mediation, each party hereto irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in Los Angeles County, California, for any legal action, suit, or proceeding arising out of or in connection with this Agreement, any agreement contemplated hereby or thereby, and agrees that any such action, suit, or proceeding may be brought only in such court, provided that this section shall not prevent a party from seeking to enforce any judgment of such court in any other court. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts and agrees not to assert any defense of lack of personal jurisdiction, improper venue or "Forum Non Conveniens" in connection with any such suit, action or proceeding. Except as otherwise provided in this section in the case of a party that does not engage in pre-dispute mediation, Company and PLACEMENT SHARING BROKER agree that the prevailing party in a dispute shall be awarded reasonable attorneys' fees, together with any costs and expenses.

11. Assignment. This Agreement shall not be assigned by either Party without the written consent of the other.

12. Notices. All communications under the Agreement shall be in writing and shall be deemed delivered when mailed by certified mail, postage prepaid. Alternatively, communications shall be deemed delivered on the day the written notice was sent to the last known electronic mail address of the Party, provided that a copy of the notice, delivery charges prepaid, was also sent to the Party via a third party company or governmental entity providing delivery services in the ordinary course of business, which guarantees delivery to the other Party on the next business day. Notices shall be sent to the following addresses unless and until the addressee notifies the other Party of a change in address according to the terms of this Section.

If to PLACEMENT SHARING BROKER:

PLACEMENT SHARING BROKER
ADDRESS

If to Company:

Bridgeport Partners, LLC
dba Entrex Capital Markets
3700 S. Emerald Ave
Chicago, IL 60609
Tel: (312) 953-0478
Email:
jschuppel@bridgeportpartnersllc.com
Attention: Jeff Schuppel

With copies to:
Entrex Capital Markets Inc.
150 East Palmetto Park
8th Floor
Boca Raton, FL 33432
Tel. (954) 856-6659
Email:
swatkins@entrexcapitalmarket.com
Attention: Stephen H. Watkins, CEO

13. Severability; Integration. If any portion of this Agreement shall be determined to be invalid, the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement between the parties as to the subject matter contained herein and supersedes all prior and contemporaneous communications, representations or agreements, whether verbal or written. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and permitted assigns, as appropriate.
14. Indemnification. Company agrees to indemnify PLACEMENT SHARING BROKER and/or each of its controlling persons, partners, directors, officers, employees, agents, managers, affiliates and representatives (hereinafter collectively referred to as the "PLACEMENT SHARING BROKER Indemnified Parties", or separately as the "PLACEMENT SHARING BROKER Indemnified Party") and hold each of them harmless against any losses, claims, damages, expenses (including the reasonable fees and expenses of their respective attorneys), liabilities, actions, proceedings, investigations (formal or informal), or inquiries or threats thereof (all of the above being hereinafter collectively referred to as "Liabilities") to which any of the PLACEMENT SHARING BROKER Indemnified Parties may become subject arising in any manner out of or in connection with the Private Placement Agreement and/or this Agreement, provided, however, that such indemnity shall not apply to claims which are determined by a final judgment of a court of competent jurisdiction (not subject to further appeal) to have resulted directly from the fraud or willful misconduct of a PLACEMENT SHARING BROKER Indemnified Party. In the event that any action shall be brought against any of the PLACEMENT SHARING BROKER Indemnified Parties with respect to which indemnity applies pursuant to this Agreement, PLACEMENT SHARING BROKER shall promptly notify Company in writing and Company shall assume the costs of defense thereof, including the employment of counsel reasonably satisfactory to PLACEMENT SHARING BROKER and payment of all fees and expenses up to the amount of net cash fees actually received by Company. Notwithstanding anything contained in this Agreement to the contrary, Company shall assign, or otherwise make available and enforce for the benefit of

PLACEMENT SHARING BROKER, any indemnification rights that Company may be entitled to for any of Company's agents (which shall include PLACEMENT SHARING BROKER) pursuant to the terms and conditions of the Private Placement Agreement. Failure to notify Company of any Liabilities shall not relieve Company from any obligation or liability which it may have to any of the PLACEMENT SHARING BROKER Indemnified Parties under this Agreement or otherwise.

PLACEMENT SHARING BROKER acknowledges that Company has indemnification obligations to Client pursuant to Schedule I of the Placement Agreement. In the event that (i) a court of competent jurisdiction determines in a final judgment (not subject to further appeal) that Company is required to indemnify Client for a Transaction involving an investor not solicited by PLACEMENT SHARING BROKER and (ii) PLACEMENT SHARING BROKER received a PLACEMENT SHARING BROKER Fee from such Transaction, then PLACEMENT SHARING BROKER agrees to return to Company a pro rata share of the indemnification amount owed to Client. Notwithstanding anything in the foregoing sentence to the contrary, in no event shall PLACEMENT SHARING BROKER be required to return to Company an amount greater than the amount of cash fees actually received by PLACEMENT SHARING BROKER for such Transaction.

15. Scope of Responsibility. Company agrees that no PLACEMENT SHARING BROKER Indemnified Party shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, attorneys' fees, expenses or disbursements) in contract, tort or otherwise to the Company, or to any person claiming through the Company, including the Client, for, or in connection with, this Agreement and the matters contemplated hereby, except solely in the instance where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of said person. Under no circumstances shall the Company's total liability to the PLACEMENT SHARING BROKER Indemnified Parties exceed the amount of net cash fees actually received by Company. The Company further agrees that no PLACEMENT SHARING BROKER Indemnified Party shall have any liability for any act or omission by any of the Company's representatives or agents. Notwithstanding anything contained in this Agreement to the contrary, and without regard to the legal theory advanced whether in contract, tort or otherwise, the Company agrees that: (a) no PLACEMENT SHARING BROKER Indemnified Party shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature, and (b) in no event shall the PLACEMENT SHARING BROKER Indemnified Parties be liable to the Company, or to any person claiming through the Company, including the Client, for an amount greater, in the aggregate, than the amount of cash fees actually received by PLACEMENT SHARING BROKER pursuant to this Agreement.

16. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until the end of the term as defined in the Private Placement Agreement, unless otherwise extended by the mutual agreement of the Parties. The provisions of Section 4 and Sections 6 through 16 shall survive the termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date forth above.

PLACEMENT SHARING BROKER

By: _____
OOOOOO
President

BRIDGEPORT PARTNERS, LLC

By: _____
Jeff Schuppel
Managing Director

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