

FORM OF EXHIBIT 5

PLACEMENT AGENT ENGAGEMENT AGREEMENT

This engagement agreement (the “Agreement”) confirms the engagement of Entrex Capital Markets, (c/o: Bridgeport Partners LLC) (the “Placement Agent”), by _____ including any subsidiaries and/or affiliates (the “Licensee” and/or “Company”), as the exclusive/sole placement agent of securities (discussed herein) issued by or on the Company’s behalf. The Placement Agent, shall perform certain services as provided for herein.

1. Engagement.

The Placement Agent is hereby engaged on a best efforts basis, as the Company’s exclusive placement agent during the Term (defined hereinafter) of this Agreement for the purpose of finding “Investors” (defined hereinafter) for one (or more) potential “Transaction(s)” (defined hereinafter) involving the Company. The Company understands any Transaction being made is when (to be Dated as/of an accepted Offering Document provided by and from the Entrex Licensee), as and if issued, without guaranty or assurance that such Transaction will take place and furthermore (except as specifically provided herein) the Placement Agent makes no representation or warranties regarding the terms, conditions or outcome of any offering. **It is agreed and understood that the Company shall at all times be solely responsible for ensuring that the structure, terms and conditions of any Transaction are suitable and appropriate for the Company.** The term “Transaction(s)” is defined as the issuance, by the Company, of a Revenue Enhanced Debt Security called a TIGRcub or otherwise and may, at the discretion of the Company, include debt, equity or other type of capital associated with the Transaction, the aggregate amount and terms of which are subject to final determination by the Company. The Transaction is a private placement conducted pursuant to an available exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the “Securities Act”), or other applicable U.S. or foreign securities laws. Any transaction fees payable pursuant to Section 2 of this Agreement shall be in addition to or subtracted from the principal amount of the securities issued in the Transaction. The term “Investor,” or “Investors,” is defined as any accredited investor (as defined in Rule 501(a) promulgated under the Securities Act), institutional investor, corporation, group, organization or other permitted entities qualified to purchase securities in a Transaction without adversely affecting the status of the Transaction as exempt from registration under the Securities Act, or other applicable U.S. or foreign securities laws. During the term of this engagement (defined herein below and referred hereafter as the “Term”) in providing services to the Company (or thereafter as set forth herein) the Placement Agent may at its sole discretion and expense, elect to engage registered sub-agents, under separate agreement, to identify suitable Investors for the Transaction.

The Company agrees that no other placement agent is or will be authorized or utilized by it during the Term of this Agreement, to perform services of the type contemplated in this Agreement. During the Term of the Agreement, as long as the Placement Agent is proceeding in good faith, the Company agrees not to solicit, negotiate with or enter into any agreement with any other entity to provide Transaction financing of the nature contemplated by this Agreement, without the Placement Agent’s written consent. 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 or expenses payable hereunder to the Placement Agent. In order to coordinate efforts, neither the Company nor any of its representatives (other than the Placement Agent) will engage in material discussions with any prospective financing source regarding the Transaction without the Placement Agent’s involvement. If the Company or any of its representatives receives an inquiry regarding the Transaction, the

Company will promptly inform the Placement Agent in writing and provide any correspondence or proposal received. Whether or not so referred by the Company, the prospective financing source shall be deemed covered by this Agreement.

2. Compensation and Expenses

- a. As compensation for the services provided by the Placement Agent hereunder, the Company shall pay to the Placement Agent:
 - i. **Transaction Fee:** At each closing of any debt, equity or other Transaction taking place as contemplated by this Agreement, the Company shall pay a fee equal to 10% of the “Aggregate Value” (as defined below) of such Transaction. The Company agrees that the payment of said fee shall be made a condition to the closing of the Transaction, which condition shall be for the benefit of the Placement Agent and shall not be waived by the Company. The Placement Agent agrees that the closing of the Transaction shall be a condition to the payment of said fee, which condition shall be for the benefit of the Company and shall not be waived by the Placement Agent.
 - ii. **Expenses:** Regardless of whether any Transaction is consummated, the Placement Agent shall be entitled to reimbursement of its reasonable out-of-pocket expenses, including, but not limited to, legal, consulting, travel, lodging and due diligence expenses, incurred from time to time during the term hereof provided that said expenses have been approved in advance by the Company. In the event that travel is required, the Company agrees to advance to the Placement Agent upon request a reasonable amount of funds as needed to provide for the expenses of said travel.
- b. **Aggregate Value:** As used herein, the term “Aggregate Value” shall mean the value, at the date of closing or completion of a Transaction, of all cash, securities and other property actually received by the Company or its affiliates from the Investors in connection with the Transaction. The amounts due the Placement Agent hereunder shall not be reduced as a result of any obligation the Company may now or hereafter incur to any other financial advisor, broker or finder.
- c. **Payment:** All cash amounts due to the Placement Agent shall be payable to the Placement Agent pursuant to this Agreement (from escrow, if created to receive funds or from gross proceeds prior to transfer of funds to the Company) from proceeds of the Transaction or Company funds by wire transfer to the Placement Agent at closing.
- d. **Indemnification by the Company:** As the Placement Agent will be acting on the Company’s behalf, the Company agrees to the indemnification and other obligations set forth in Schedule I attached hereto, which is an integral part hereof and incorporated by reference herein.

3. Term of Engagement.

The term (“Term”) of this Agreement shall commence on the date hereof and continue for a period ending 12 months after the date on which the Company delivers to the Placement Agent the final version of the “Offering Materials” (as defined below) for distribution to the Investors (the “Initial Term”). Thereafter, the Term shall automatically renew for successive 4 periods, until canceled in writing. This Agreement may be terminated by either party by written notice to the other at least fifteen (15) days prior to the beginning of any thirty (30) day renewal period, except that no

termination by the Company will be permitted if the Company is in the process of closing one or more Transactions. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement immediately upon any material breach of this Agreement by the Placement Agent. In addition to its right to terminate this Agreement upon a material breach by the Placement Agent, the Company shall have the right to terminate this Agreement in its discretion at any time, including during the Initial Term, except that no termination by the Company will be permitted if the Company is in the process of closing one or more Transactions; if the Company terminates this Agreement during the Initial Term, the Company shall pay the Placement Agent a termination fee of 3% of the Transaction offering; provided, further, that no such termination fee shall be payable by the Company if the Company terminates this Agreement upon a material breach of this Agreement by the Placement Agent.

Upon any termination or expiration of this Agreement, the Placement Agent shall be entitled to payment of all fees theretofore earned and payment of all out-of-pocket expenses theretofore incurred and not previously paid as described above. Sections 2 through 11 of this Agreement and the provisions contained in Schedule I and Schedule II shall remain operative and in full force and effect regardless of any termination or expiration of this Agreement.

If at any time during the twelve (12) month period commencing immediately after the termination or expiration of this Agreement, the Company or any of its affiliates consummates any Transaction or Transactions with Investors identified by the Placement Agent and recommended in writing to the Company during the Initial Term and any renewal of Term, or with Investors whom the Company had contact with during the Term, then the Placement Agent shall be entitled to payment in full of the compensation described in Section 2 of this Agreement with respect to each such Transaction, in addition to any expense reimbursement due.

4. Cooperation.

To the extent possible, the Company shall furnish the Placement Agent with all financial and other information and data, as the Placement Agent reasonably believes appropriate in connection with its activities on the Company's behalf, and shall provide the Placement Agent access to the Company's officers, directors, employees and professional advisors. The Company shall use its best efforts to cooperate in the Placement Agent's marketing efforts, including participation of senior officers in road-shows, investor presentations and similar activity; provided, however, that any such road-shows, investor presentations or similar activity shall be subject to the Company's prior consent. In addition, the Company shall be solely responsible for preparing, providing or approving (or causing to be prepared or provided) any and all term sheets and materials for a Transaction, including but not limited to: materials describing the Company, its operations, historical performance and future prospects; financial models; any other materials to be used in selling any securities of the Company; and one or more auditor comfort letters (pursuant to Statement on Auditing Standards No. 72 or otherwise) as may be requested by the Placement Agent (collectively, the "Offering Materials"). Upon the delivery of the Offering Materials to the Placement Agent, the Company authorizes the Placement Agent to transmit the Offering Materials to prospective Investors. The Company acknowledges that the Placement Agent is not being retained hereunder to advise the Company on any matter whatsoever, including, but not limited to, the underlying decision to solicit or consummate any Transaction, or any of the terms and conditions thereof. The Company agrees that the Company and its counsel will be solely responsible for ensuring that a Transaction and the Offering Materials are complete and comply in all respects with the applicable law and that the terms and conditions of a Transaction are suitable and appropriate for the Company. The Company represents and warrants that any written communication with the Placement Agent at all times through closing will not contain any untrue statement of material fact or omit to state any material

fact required to be stated therein or necessary to make the statements contained therein not misleading. The Company will promptly notify the Placement Agent if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to the Placement Agent. Upon the closing of a Transaction, the Company will also cause to be furnished and addressed to the Placement Agent copies of such agreements, opinions, customary closing certificates and other documents as the Placement Agent may reasonably request.

The Placement Agent will not participate in the underwriting of any securities issued by the Company. In assisting with the preparation of the Offering Documents, the Placement Agent will have relied upon the Company and other sources having access to relevant data to provide accurate information for the Offering Documents. Such information that the Placement Agent participates in preparing is not intended to represent a review, audit or certified forecast of future events, and any financial statements provided with such information may not have been prepared in accordance with accounting principles generally accepted in the United States. To the best of the Placement Agent's knowledge, the information contained in the Offering Documents will be true and accurate. However, the Placement Agent is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in the Offering Documents, nor is the Placement Agent obligated to do so by the Company's continuing disclosure obligations, if any.

The Company acknowledges that the Placement Agent (and its employees, consultants, and agents) in connection with performing its services with respect to a Transaction: (i) will not be rendering any advice, including but not limited to, structuring, legal, financial or tax advice, to the Company or any other person regarding any aspect of a Transaction, and that the Company is not requiring any such advice to be rendered, (ii) will not be responsible for the actions of an Investor or its agents, (iii) will rely upon information that is publicly available or other information supplied to it by, or on behalf of, the Company, or its advisors, (iv) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, such information or to perform any due diligence or financial analysis in connection with a Transaction, (v) will not conduct any appraisal or valuation of any assets of the Company, and (vi) may require that the Offering Materials contain appropriate disclaimers consistent with the foregoing. The Company further confirms and acknowledges that neither the Placement Agent nor any of its employees, consultants and agents are acting as an attorney, accountant or financial advisor to the Company, its officers, directors or shareholders, and that the Company, including all affiliated persons, will seek its own professional advice with respect to a Transaction.

5. Conduct of the Placement Agent.

The Placement Agent shall act in a manner consistent with the instructions of the Company and comply with all applicable laws, including, without limitation, the securities laws, of each jurisdiction in which the Placement Agent proposes to effect the transactions contemplated by this Agreement. Without limitation on the foregoing, the Placement Agent shall not knowingly take any action or omit to take any action that would cause the Placement Agent or the Company to be in violation of, or to lose any applicable exemption from registration under, the Securities Act, the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the "Investment Company Act"), or the U.S. Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "Trust Indenture Act"). The Placement Agent covenants, represents and warrants that it has sufficient familiarity with the Securities Act, the Exchange Act, the Investment Company Act and the Trust Indenture Act to carry out its duties under this Agreement in compliance with the preceding sentence.

The Placement Agent shall not engage in any form of “general solicitation or general advertising,” within the meaning of Rule 502(c) of Regulation D promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Act, nor shall the Placement Agent undertake any “directed selling efforts” within the meaning of Rule 902(c) of Regulation S promulgated by the SEC under the Securities Act, in each case including, without limitation, placing any advertisement in a publication with a general circulation in the United States, in performing its duties under this Agreement. This prohibition includes, but is not limited to, any mass mailing, advertisement, press release, article or notice published in any magazine, newspaper or newsletter, and any seminar or meeting where the attendees are invited by any such mass mailing, general solicitation or advertising. The Placement Agent shall not mention or cause to be mentioned the Company, any Transactions, or any information about the Placement Agent’s duties under this Agreement in any public medium, including any newspaper, on radio or television, or otherwise without the written permission of the Company.

Before mentioning or sending any material related to the Company or any Transaction to any potential offeree, the Placement Agent shall, on the basis of the Placement Agent’s prior relationship with the potential offeree, reasonably believe that the potential offeree is (x) an “accredited investor” and (y) so sophisticated and knowledgeable in business and financial matters that the potential offeree is capable of evaluating the merits and risks of an investment in the Company.

The Placement Agent has all United States federal and state licenses, registrations, permits and other authorizations required for the Placement Agent to perform the activities and receive the compensation contemplated by this Agreement. Without limitation on the foregoing, the Placement Agent is and shall be duly licensed or registered as a broker-dealer under the Exchange Act and under the laws of each United States jurisdiction requiring such licensing or registration.

6. Confidentiality.

The Company agrees that any written communication provided by the Placement Agent pursuant to this Agreement will be treated by the Company as confidential, will be used solely for the information of the Company in connection with its consideration of a Transaction of the type referred to in this Agreement 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 (including, without limitation, the Offering Materials) 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, the Placement Agent’s prior written consent. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Company from publicly disclosing such information (which may include a copy of this Agreement) as required by law, regulation or the rules of the Securities Exchange Commission, Financial Regulatory Authority, The New York Stock Exchange or such other National Securities Exchange (as defined in the Exchange Act) on which the Company’s securities may be listed.

The Placement Agent agrees that any written communication provided by the Company pursuant to this Agreement, and non-public information regarding the Company or the trading platform on which the securities issued in the Transaction are intended to be traded that is made available to the Placement Agent during the Term of this Agreement, will be treated by the Placement Agent as confidential, will be used solely for the information of the Placement Agent in connection with its obligations under this Agreement and will not be used, circulated, quoted or otherwise referred to

for any other purpose without the Company's prior written consent and, as applicable, a signed confidentiality agreement by the recipient of such information.

7. Conflicts.

The Company acknowledges: (i) a potential conflict of interest exists between the Placement Agent's registered member, Stephen Watkins, who also serves as Entrex, Inc. (the "Licensor") managing member; and (ii) the Placement Agent and its affiliates may have, and may continue to have, engagements and other relationships with parties other than the Company pursuant to which the Placement Agent may acquire information of interest to the Company. The Placement Agent shall have no obligation to disclose such information to the Company, or to use such information in connection with any contemplated financing. Upon termination of this Agreement, the Company agrees, without restriction of any kind, to permit the Placement Agent to undertake and perform future corporate finance services to any shareholder or affiliate of the Company or any other person. Such services may include, but may not be limited to, those described in this Agreement.

8. Relationship Created.

The Company acknowledges that a conflict of interest may exist due to the Licensor's managing member also being a registered representative and member of the Placement Agent, however, the Placement Agent is not affiliated with the Company in any other way and is acting solely as an independent contractor and nothing in this Agreement, or the nature of the Placement Agent's services, shall be deemed to create a fiduciary or agency relationship between the Placement Agent and the Company, or any of its stockholders, employees or creditors, in connection with the Transaction or otherwise. In addition, the Placement Agent shall have no duties or liability to any other persons (including stockholders, employees or creditors of the Company) in connection with its engagement hereunder, all of which are hereby expressly waived, and nothing in this Agreement is intended to confer upon any other person any rights or remedies hereunder (except to the extent that any liability is found in a final judicial determination by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Placement Agent). The Placement Agent, as an independent contractor, shall have control over the manner and means of performing the services under this Agreement. During the term of the Agreement, the Company agrees that the Placement Agent may, in its sole discretion, appoint and compensate suitable employees, agents, or representatives to assist the Placement Agent with performing services hereunder.

9. Scope of Responsibility.

The Placement Agent agrees that the Company shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Placement Agent, or to any person claiming through the Placement Agent, in connection with the matters contemplated herein, except solely in the instance where such liability is found in a final determination by mediation and/or arbitration (not subject to appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Company. The Placement Agent further agrees that the Company shall have no liability for any act or omission by any of the Placement Agent'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 Placement Agent agrees that: (a) the Company shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature; and (b) in no event shall the Company be liable in the aggregate to the

Placement Agent, or any person claiming through the Placement Agent, for any amount which exceeds the aggregate principal of this Agreement.

The Company agrees that neither the Placement Agent nor any “Placement Agent Indemnified Person” (as defined in Schedule I below) shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Company, or to any person claiming through the Company, in connection with the engagement of the Placement Agent pursuant to this Agreement and the matters contemplated herein, except solely in the instance where such liability is found by mediation and/or arbitration (not subject to appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Placement Agent. The Company further agrees that the Placement Agent shall have no 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) neither the Placement Agent nor any Placement Agent Indemnified Person shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature; and (b) in no event shall the Placement Agent and/or any Placement Agent Indemnified Person be liable in the aggregate to the Company, or any person claiming through the Company, for any amount which exceeds the amount of cash fees actually received by the Placement Agent pursuant to this Agreement.

10. Public Announcements.

Neither the Placement Agent nor the Company shall have the right to place announcements and advertisements in financial or other newspapers and journals describing the Transaction or the services of the Placement Agent in the Transaction, unless the party has first obtained the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Company from publicly disclosing such information as required by law, regulation or the rules of the Securities Exchange Commission, Financial Regulatory Authority, The New York Stock Exchange or any other National Securities Exchange on which the Company’s securities may be listed.

11. Complete Agreement; Severability; Amendments; Assignment; Captions; Counterparts; Independent Counsel; Patriot Act; Placement Agent Due Diligence; US Anti-Money Laundering Laws.

This Agreement embodies exclusively and completely the entire agreement and understanding between the parties hereto. Any and all prior oral or written understandings, discussions, communications, possible or alleged agreements, covenants, representations or warranties relating to the subject matter hereof including, without limitation, any and all emails, correspondence, financial illustrations or projections, are superseded, waived and merged within. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Placement Agent and the Company. This Agreement may not be assigned by either party without the prior written consent of the other party. The captions in this Agreement are used for convenience only and shall not be considered in interpreting this Agreement. This Agreement and any amendment hereto may be executed in counterparts and delivered by facsimile or electronic transmission, all of which together shall constitute a binding agreement between the Placement Agent and the Company. This Agreement shall be binding upon and inure to the benefit of the Company, the Placement Agent, each Indemnified Person and their respective successors and assigns. Each party confirms and

acknowledges that it has had an opportunity to review this Agreement and consult with its independent legal counsel prior to the execution of this Agreement. Under the requirements imposed by the USA PATRIOT Act and other SEC or other regulation governing FINRA-licensed firms, the Placement Agent may ask the Company to provide various identification documents and/or other information during the transaction process.

12. Dispute Resolution – Mediation and Arbitration.

The Placement Agent and the Company agree that no officer, director, employee, agent, or shareholder of either party shall be subjected to any personal liability whatsoever to any person or entity, nor will any claim for personal liability or suit be asserted by, or on behalf of, either the Placement Agent or the Company. The Placement Agent and the Company agree to mediate in Chicago, Illinois, any controversy, claim, or dispute arising between the parties before resorting to arbitration action as set forth below. 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 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, either party may institute arbitration to enforce its rights under the Agreement in Chicago, Illinois, in accordance with the rules and procedures for arbitration of the Financial Industry Regulatory Authority (FINRA). If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by a FINRA arbitrator or panel, in accordance with FINRA's rules and procedures, conducted under the provisions of the Code of Arbitration of the FINRA. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but not before attempting mediation, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. The place of arbitration shall be Chicago, Illinois. Illinois law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation/arbitration fees, if any, shall be divided equally between the Parties.

Please confirm that the foregoing correctly sets forth our agreement by signing, dating, and returning to the Placement Agent the enclosed copy of this Agreement by mail, email, or fax. By executing and delivering this Agreement, the parties represent that they are authorized to enter into this engagement and to carry out their obligations herein above.

Sincerely,

ENTREX CAPITAL MARKETS

By: _____
Jeffrey K. Schuppel

Date: _____

(Signatures continue on following page)

AGREED AND ACCEPTED, INCLUDING SCHEDULE I:

Licensee

Licensor (Entrex, Inc)

By: _____

By: _____
Stephen H. Watkins

Date: _____

Date: _____

EXHIBIT 5 - SCHEDULE I

This Schedule I is made a part of the attached Agreement between Entrex Capital Market (“the Placement Agent”) and the Company. Capitalized terms used and not defined in this Schedule I shall have the meanings assigned to them in the Agreement.

The Company shall indemnify, defend and hold harmless the Placement Agent and its respective directors, officers, agents, employees, affiliates, subagents and representatives (collectively the “the Placement Agent Indemnified Persons” and individually an “the Placement Agent Indemnified Person”), to the full extent lawful, from and against any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements, including, without limitation, fees and expenses of legal counsel, related to or arising out of the Placement Agent’s engagement hereunder or the Placement Agent’s role in the Transactions contemplated hereby, including, without limitation, any losses, liabilities, claims or damages arising out of any statements or omissions made in connection with the Transactions whether by the Company, its employees, agents, the Placement Agent or otherwise; provided, however, that such indemnity shall not apply to claims which are determined by mediation and/or arbitration to have resulted primarily from (i) negligent failure of any violation by the Placement Agent of the Securities Act, the Exchange Act, the Investment Company Act, the Trust Indenture Act or state securities laws which does not result from a violation thereof by the Company; or (ii) the bad faith, negligence or willful misconduct of such the Placement Agent Indemnified Person. No Placement Agent Indemnified Person shall have any liability to the Company for or in connection with this engagement, except for any which are determined by mediation and/or arbitration to have resulted primarily from (i) negligent failure of any violation by the Placement Agent of the Securities Act, the Exchange Act, the Investment Company Act, the Trust Indenture Act or state securities laws which does not result from a violation thereof by the Company; or (ii) the bad faith, negligence or willful misconduct of such the Placement Agent Indemnified Person. Notwithstanding any other provisions hereunder, in no event shall the Placement Agent Indemnified Persons be liable to the Company for an amount greater, in the aggregate, than the cash fees actually received by the Placement Agent hereunder.

The Company will not, without the Placement Agent’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Placement Agent Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Placement Agent Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any the Placement Agent Indemnified Person, without such Indemnified Person’s prior written consent. No Placement Agent Indemnified Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

These indemnification provisions shall (i) remain operative and in full force and effect regardless of any termination, expiration or completion of the engagement of the Placement Agent or the Agreement; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Placement Agent Indemnified Person; and (iii) be in addition to any other rights that any Placement Agent Indemnified Person may have at common law or otherwise.