

Finder's Fee Agreement

This Finder's Fee Agreement (the "Agreement") is made and entered into as of the 19th day of October 2017 (the "Effective Date") by and between Propel Advisory Group, Inc., ("Propel"), and Wilmington Holdings Corporation ("Buyer") (With Propel and Buyer each a "Party" and together the "Parties").

WHEREAS Propel is a Broker-Dealer registered as such with the Financial Industry Regulatory Authority ("FINRA") and is a member in good standing; and

WHEREAS Aaron Prisco is a registered representative of Propel for the purpose of engaging in the purchase and sale of securities (as defined in the Securities Exchange Act of 1934 or the rules and regulations promulgated there under, each a "Security"); and

WHEREAS Propel shall disclose names of companies (the "Seller") that may be interested in selling stock, assets, or renewal rights of a company (each a "Property") to Buyer; and

WHEREAS Buyer will pay Propel the Finder's Fee outlined below should a transaction between Buyer and Seller regarding Property close.

NOW, THEREFORE, the undersigned parties agree as follows:

1. **Non-Exclusive Dealings:** This is a non exclusive agreement between Buyer and Propel; however Buyer will not disclose that they are working with Propel to any party not affiliated with Buyer without written consent of Propel.
2. **Propel's Role:** Propel's role is the introduction of the name of a potential Property or Seller to Buyer. Propel does not, however, certify the accuracy of any information provided about Buyer, Seller or Property; and Buyer agrees to complete its own evaluation, negotiation, valuation and due diligence of Seller and Property. Propel does not make any warranties, expressed, implied or otherwise, regarding the accuracy, completeness or performance, of any information provided regarding Buyer, Seller or Property. This Agreement shall not be construed to give rise to any express or implied commitment by Propel to purchase or place any Securities.
3. **Consulting Fee:** At execution of this agreement Buyer will pay Propel a consulting fee of \$2,500 for services. Buyer will pay Propel for any reasonable travel and project specific expenses related to requests made by




Buyer.

4. **Finder of Record:** Propel has and will continue to notify Buyer in writing (via email or facsimile) the names of potential Properties or Sellers. Buyer agrees to notify Propel in writing, if a specific Property has already been introduced to Buyer or previously contacted directly by Buyer. If Propel is not so notified in writing by Buyer within five (5) days of Propel's initial introduction of Property to Buyer, Propel will be considered the finder of Property, and Buyer will pay Propel the Finder's Fee described below should a transaction consummate between Buyer and Seller; regardless of any additional agreements Buyer has with outside advisors or other "finders." It is understood that a Property may not be actively for sale at time of introduction; however if Propel notifies Buyer of such Property, then the Property is covered under the terms of this Agreement.

5. **Finder's Fee Calculation:** The finder's fee will be calculated based on the following scale: 5.0% of the first \$1,000,000 of Purchase Price plus 4.0% of the next \$1,000,000 of Purchase Price plus 3.0% of the next \$1,000,000 of Purchase Price plus 2.0% of the next \$1,000,000 of Purchase Price plus 1.0% of the amount in excess of \$4,000,000 of Purchase Price. The Purchase Price equals (i) in the event of a stock or asset acquisition of a company with net liabilities less than \$200,000 at closing, the amount of consideration paid to the Seller by Buyer for Property in excess of capital and surplus; or (ii) in the event of a stock or asset acquisition of a company with net liabilities greater than or equal to \$200,000 at closing, the amount of consideration paid to the Seller by Buyer for Property; or (iii) in the event of the reinsurance of a block of policies and/or gross liabilities, the ceding or similar fee paid from Buyer to the Seller; or (iv) in the event of a renewal right or asset transaction, the sum of the fee paid to Seller for Property. The Purchase Price includes amounts held in escrow by Seller and future "true up" payments. Consideration includes but is not limited to payments through company stock, securities, cash (cash equivalents), or notes. A transaction will be deemed to have closed upon the exchange of consideration as outlined in a definitive stock purchase or similar agreement. The finder's fee is due and earned at closing. The minimum finder's fee per Property is \$50,000 per transaction.

6. **Termination:** With written notice from Buyer, this Agreement can terminate at any point after execution. If a Buyer or a representative of Buyer has been notified of Seller or Property prior to termination; and said Buyer enters into a definite or similar purchase agreement with Seller regarding Property within two years after termination; and the transaction between Seller and Buyer regarding Property closes, the Finder's Fee described herein is due Propel by Buyer.

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7. **Confidentiality:** The terms of this Agreement are confidential. It is understood that Buyer or representatives of Buyer will not disclose the name or any identifying characteristics of any potential Property or Seller to any company or person not affiliated with Buyer, including but not limited to other consultants, finders or brokers. Buyer and Buyer's representatives shall keep confidential their awareness of a prospective Property or Seller identified by Propel even in the event Buyer decides not to pursue Property. Should Buyer or an agent of Buyer disclose the name or any identifying characteristics of Property covered under this Agreement to a third party and a transaction between that third party and Seller regarding Property closes then Buyer will pay Propel the finder's fee described herein.
 8. **Patriot Act:** In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), Propel is required to obtain, verify and record information that identifies its clients, including Seller, Property, Buyer and any purchasers of the Securities, which information may include the name and address of its clients and investors, as well as other information that will allow Propel to properly identify its clients and investors.
 9. **Binding Nature and Assignment:** This Agreement is binding upon the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign its rights under the Agreement or delegate its obligations hereunder without the prior consent of the other, except that either Party may assign its rights and delegate its obligations under this Agreement without the approval of the other Party to: (a) an entity which acquires all or substantially all of the assets of the Party; (b) to any affiliate; or (c) to the successor in a merger, acquisition or liquidation of the Party; however, in no event shall such assignment relieve the Party of its obligations under the Agreement.
 10. **Hold Harmless:** Buyer agrees to indemnify, defend, and hold harmless Propel and its officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by Buyer or its officers, directors, agents, and employees negligence or misconduct.
 11. **Jurisdiction:** This Agreement is governed under the laws of Georgia. The dispute resolution and arbitration provisions of the FINRA Regulations apply to any matter arising under this Agreement
 12. **Counterparts:** This Agreement may be executed in counterparts and executed via facsimile or by electronic mail, each of which will be considered


an original and, taken together, will constitute but one and the same document.

13. **Entire Agreement:** This Agreement constitutes the entire agreement as to the subject matter contained herein, and each Party hereby acknowledges that such Party is sophisticated, fully understands, and voluntarily consents to this Agreement without relying on any representations, oral or written, of the other Party or its counsel not contained herein. It is further understood and agreed that no subsequent amendment, change or addition to this Agreement shall be binding upon any of the Parties unless reduced to writing and signed by both Parties.

14. **Severability:** If any provision of this Agreement conflicts with the law under which the Agreement is construed, or if any such provision is held invalid by competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with applicable laws and the remainder of the Agreement shall remain in full force and effect.

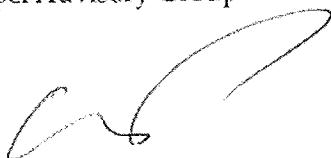
The Parties have each signed this Finder's Fee Agreement as of the Effective Date:

Wilmington Holdings Corporation



Name: David Gearhart
Title: CEO

Propel Advisory Group



Aaron Prisco
President

