



KPMG Corporate Finance LLC
One East Pratt Street
Baltimore, MD 21202

KPMG Corporate Finance LLC is a NASD member firm.
Telephone +1 410 949 8909
Fax +1 410 558 6854

Privileged and Confidential

June 21, 2011

The Venue Network Inc

102 Anna Lake Lane
Cary, NC 27513-3590

Attention: Mr. David Gardner
Chief Executive Officer

Dear Mr. Gardner:

This Letter Agreement (the "Agreement") sets forth the terms pursuant to which KPMG Corporate Finance LLC ("KPMGCF") shall receive a Referral Fee from The Venue Network Inc. (together with its subsidiaries and affiliates, the "Company") in the event that the Company consummates a Private Placement (as hereinafter defined) with a potential investor (the "Selected Investor(s)") to be introduced by KPMGCF.

Upon execution of this Agreement, KPMGCF shall notify the Company in writing of the identity of the Selected Investor(s) (which list shall thereafter become an integral part of this Agreement as Schedule A), and shall thereafter facilitate an introduction between the Company and the Selected Investor(s). The Company and KPMGCF agree that Schedule A may be modified in writing by KPMGCF, with notice to Company. The Company acknowledges that the Persons named on Schedule A attached hereto are Selected Investors.

It is intended that any offering the Company may make to the Selected Investor(s) will be in the form of a Private Placement and shall be conducted in a way so that the offers and sales of the securities ("Securities") will be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction in which the Securities are offered.

In connection with the Private Placement, the Company agrees as follows:

- (a) The Company will have sole responsibility for preparing and furnishing all information regarding the offering (the "Information") to the Selected Investors;
- (b) If any event shall occur or condition exist as a result of which it is necessary or advisable to amend or supplement the Information in order that the Information will not contain

an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances existing at the time it is delivered to Selected Investor(s), the Company will promptly prepare and furnish to the Selected Investor(s) such amended Information that will ensure that the Information does not contain any misstatements or omissions and is not in any respect misleading; and

(c) For those Selected Investor(s) which the Company makes an offer of the Securities, the Company will (i) make available to such Selected Investor(s) the Information requested concerning the offering of the Securities, the Company and any other relevant matters if the Company possesses such information or can acquire such information without unreasonable effort or expense and (ii) provide such Selected Investor(s) the opportunity to ask questions of, and receive answers from, the officers, employees and agents of the Company concerning the terms and conditions of the offering.

For purposes of this Agreement, a "Private Placement" shall mean the sale of Securities in exchange for cash or other consideration not including a public offer, in one or a series of transactions. In the event the Company consummates a Private Placement with any of the Selected Investor(s), then KPMGCF shall be entitled to receive a Referral Fee equal to 5% of the Private Placement Value. For purposes of this Agreement, "Private Placement Value" shall mean the aggregate amount of cash and the fair market value (on the date of closing) of any other consideration received by the Company and its stockholders from Selected Investor(s) in any Private Placement (including but not limited to consideration in the form of senior or subordinated debt, convertible or hybrid debt securities, or preferred or common equity).

The Company agrees to reimburse KPMGCF promptly upon request from time to time for all out-of-pocket expenses (including, without limitation, travel, communication and document production expenses, the fees and expenses of counsel, and the fees and expenses incurred in connection with background screening) incurred by KPMGCF pursuant to its engagement hereunder, whether or not a Transaction is consummated.

If the consideration or other value received in any Private Placement is paid in whole or in part in the form of securities, the value of such securities for purposes of determining the Private Placement Value shall be calculated as follows:

- a) if the securities are readily tradeable on an existing market, the value of such securities shall be based upon the average closing price for the ten (10) trading days immediately preceding the date of the consummation of the Private Placement;
- b) if the securities consist of promissory notes or debt obligations of the acquirer (or an affiliate of the acquirer), such securities shall be valued at the greater of:
(i) their face amount; or (ii) the net present value of the payments to be received thereunder discounted at the prime rate as recorded in the Wall Street Journal on the date that falls one week prior to the consummation of the Private Placement;
or

- c) if the securities are not readily tradeable on an existing market (and not otherwise covered by subparagraph b hereof), then the value of such securities shall be determined in accordance with customary market practices (without any discounting for minority interests or lack of marketability).

If the consideration or other value received in any Private Placement is paid in whole or in part in the form of property other than cash or securities, the fair market value of such property as determined in good faith by the Company and KPMGCF and upon mutual agreement of KPMGCF and the Company shall be used to calculate Private Placement Value.

The Referral Fee shall be payable in cash upon consummation of the Private Placement. If more than one Private Placement is consummated, a Referral Fee with respect to each such Private Placement shall be payable in cash upon consummation of each such Private Placement, and the amount of the Referral Fee payable in respect of each Private Placement after the first shall be equal to the Referral Fee that would have been payable for a Private Placement having a Private Placement Value equal to the aggregate Private Placement Value of such Private Placement plus all Private Placements previously consummated, less the aggregate amount of all Referral Fees previously paid.

To avoid any potential disputes with regard to a Private Placement, the Company agrees to use its best efforts to notify any current or future retained financial advisors of the existence of this Letter Agreement.

The Company agrees to indemnify KPMGCF and certain other entities and persons as set forth in Schedule B attached hereto.

If a Private Placement is completed with a Selected Investor(s), and subject to compliance with applicable securities laws, KPMGCF may, at its option and expense, place announcements and advertisements or otherwise publicize the Private Placement and KPMGCF's role in it (which may include the reproduction of the Company's logo and a hyperlink to the Company's web site) on KPMGCF's internet web site and in such newspapers and periodicals as it may choose stating that KPMGCF initiated the Private Placement and/or introduced the parties to the Private Placement.

It is also understood that the Company's obligations hereunder shall survive any change in control or ownership of the Company.

This Agreement may be terminated by either the Company or KPMGCF upon giving thirty (30) days prior written notice to that effect to the other party. No such termination will affect:

- a) KPMGCF's rights to receive fees accrued prior to such termination or to receive reimbursement of its out-of-pocket expenses as set forth above; or
- b) the rights of KPMGCF or any other Indemnified Party (as defined in Schedule B hereto) to receive indemnification and contribution.

If this Agreement is terminated, the Company shall be obligated to pay KPMGCF the Referral Fee with respect to any Private Placement with any Selected Investor that occurs within the twenty-four month anniversary of the effective date of such termination

From time to time, KPMGCF, or one of its member firms affiliated with KPMG International ("Member Firms"), may and shall have the right to advise or provide services to several industry participants, some of which may be competitors of the Company. The Company, its directors and shareholders, waive any right to commence any action, suit or proceeding or make any demand, complaint or claim against KPMGCF and Member Firms and its and their subsidiaries or affiliates, or their partners, members, directors, officers or other personnel, that arises out of KPMGCF's, or a Member Firm's, right to advise or provide services to industry competitors of the Company.

From time to time KPMGCF or a Member Firm may be advisers or provide services to more than one of the parties considering a Transaction. KPMGCF or a Member Firm shall have the right to advise or provide services to any other party, including without limitation a counterparty, in connection with a Transaction. Any KPMGCF teams assisting the Company and another party to a Transaction will exclude any individual who has previously provided professional services to the other party or who otherwise possesses any material confidential information concerning the other party.

Any controversy arising out of or concerning this Agreement shall be determined by arbitration upon the initiation of either party, and shall be settled and conclusively resolved by a single, mutually-acceptable arbitrator who shall be experienced in corporate finance matters (including mergers and acquisitions). The cost of such arbitrator shall be borne equally by the parties. The arbitration shall be conducted under the auspices of, and subject to the rules of, the Financial Industry Regulatory Authority ("FINRA"). If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected in accordance with FINRA rules. The arbitration shall be conducted in New York, New York, and the written decision of the arbitrator shall be final and binding on the parties and enforceable in any court of competent jurisdiction. If the dispute or controversy between the parties concerns the determination or calculation of fees payable to KPMGCF hereunder, KPMGCF and the Company agree that the amounts in dispute shall be placed in an escrow account upon the consummation of the Private Placement (with any amounts not in dispute being paid to KPMGCF at closing) pending the outcome of the arbitration.

If either party initiates legal action (including but not limited to arbitration) based upon or arising out of this Agreement, then the prevailing party in such action shall be entitled to recover, in addition to any other appropriate amounts, its reasonable costs and expenses associated with such legal action, including without limitation its reasonable attorneys' fees and court costs.

KPMGCF may, in its discretion, request that employees of Member Firms assist KPMGCF in its performance under this Agreement. KPMGCF will remain responsible to Company for the conduct of any such Member Firms in connection with the performance of this Agreement. Company acknowledges that Member Firms are not parties to this Agreement and the obligations set out in this Agreement are intended to be enforceable by Company only against KPMGCF.

Mr. David Gardner
The Venue Network Inc.
June 21, 2011
Page 5

This Agreement constitutes the entire agreement between KPMGCF and the Company pertaining to the subject matter hereof and supersedes all prior understandings of the parties whether written or oral. No waiver, alteration, or modification of any provision of this Agreement shall be effective unless in writing and signed by the parties hereto.

If the foregoing correctly sets forth the agreement between the Company and KPMGCF, please sign and return the enclosed copy of this Letter Agreement, whereupon it shall become our binding agreement to be governed by the internal laws of the State of New York, without regard to its conflict of laws principles.

Very truly yours,

KPMG CORPORATE FINANCE LLC

By: _____
Name: Stephen W. Guy
Title: Managing Director

Accepted as of the date
first written above:

THE VENUE NETWORK INC.

By: _____
Name: David Gardner
Title: CEO

SCHEDULE A

(To be provided upon execution of the engagement letter)

SCHEDULE B

1. Indemnification

The Company shall defend, indemnify and hold harmless KPMGCF, its affiliates, and their respective directors, officers, members, employees, agents, representatives and controlling persons (KPMGCF and each such entity or person being an "Indemnified Party") from and against any and all losses, claims, damages, expenses and liabilities (collectively, "Losses"), as incurred, to which such Indemnified Party may become subject, related to or arising out of activities performed by or on behalf of an Indemnified Party pursuant to this Agreement, any transactions contemplated hereby, or the Indemnified Party's role in connection therewith. The Company shall have no obligation to indemnify and hold harmless an Indemnified Party for any Losses found in a final judgment by a Court of competent jurisdiction to have resulted primarily from actions taken or omitted to be taken by the Indemnified Party in bad faith or from the Indemnified Party's gross negligence or willful misconduct in performing the services described.

Promptly after receipt by an Indemnified Party of notice of any claim or the commencement of any action, suit or proceeding with respect to which an Indemnified Party may be entitled to indemnity hereunder, the Indemnified Party will notify the Company in writing of such claim or of the commencement of such action or proceeding, provided that the failure to notify the Company shall not relieve it from any liability under this Agreement except to the extent it has been materially prejudiced by such failure. The Company may, upon written notice to the Indemnified Party, assume the defense of such claim, action, suit or proceeding, will employ counsel satisfactory to the Indemnified Party to represent the Indemnified Party, and will pay the fees and disbursements of such counsel, as incurred. Each Indemnified Party shall have the right to retain its own counsel at its own expense. Notwithstanding the foregoing, the Company shall not have the right to assume the defense of such claim, action, suit or proceeding and shall pay or reimburse as incurred the fees and expenses of not more than one separate law firm per relevant jurisdiction (including local counsel) representing such Indemnified Party if (a) the Company shall have failed to timely assume the defense of such claim, action, suit, or proceeding, or (b) the named parties to any such claim, action, suit, or proceeding (including any impleaded parties) include one or more Indemnified Parties and the Company and the Indemnified Party shall have reasonably concluded that a conflict may arise between the positions of the Indemnified Party and the Company or that there may be legal defenses available to it that are different from or additional to those available to the Company.

The Company shall not be liable for any settlement of any claim, action, suit, or proceeding without its consent (which consent shall not be unreasonably withheld), but if settled with its consent or if there be final judgment for a plaintiff in any claim, suit, action, or proceeding, the Company shall defend, indemnify, and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment to the extent provided in this Agreement. Notwithstanding the immediately preceding sentence, if at any time an Indemnified Party shall have requested the Company to reimburse such Indemnified Party for legal or other expenses in connection with investigating, responding to, or defending any claim, action, suit, or proceeding as contemplated by this Agreement, the Company shall be liable for any settlement

of any such claim, action, suit, or proceeding without its consent if (a) such settlement is entered into more than 30 days after receipt by the Company of such request for reimbursement and (b) the Company shall not have reimbursed such Indemnified Party in accordance with such request prior to the date of such settlement. The Company shall not, without the Indemnified Party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under this Agreement (whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action or proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

In the event any Indemnified Party is requested or required to appear as a witness in any action, suit or proceeding brought by or on behalf of or against the Company or any affiliate or any participant in a Transaction covered hereby in which such Indemnified Party is not named as a party, the Company agrees to reimburse the Indemnified Party for all reasonable expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as a witness, including, without limitation, the fees and disbursements of its legal counsel, and to compensate KPMGCF in an amount to be mutually agreed upon.

2. Contribution

If for any reason the indemnification provided in this Agreement is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless, the Company shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Company on one hand and the Indemnified Party on the other hand in connection with services provided by KPMGCF under this Agreement. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or otherwise, the Company shall contribute to such amount paid or payable by any Indemnified Party to reflect not only the relative benefits but also the relative fault of the Company on the one hand and the Indemnified Parties on the other hand in connection with any actions or omissions or any other matters that result in any such Losses as well as any other relevant equitable considerations. Relative benefits to the Company, on the one hand, and to an Indemnified Party, on the other hand, shall be deemed to be in the same proportion as (a) the total Private Placement Value of the Private Placement or proposed Private Placement bears to (b) all fees actually received by KPMGCF under the Agreement. Notwithstanding the foregoing, the aggregate contribution of all Indemnified Parties to all Losses shall not exceed the amount of fees actually received by KPMGCF under this Agreement.

3. Reimbursement of Litigation Expenses

The Company also agrees to reimburse KPMGCF, its affiliates, and their respective directors, officers, members, employees, agents, representatives and controlling persons for all expenses (including counsel fees and disbursements) as they are incurred by such entity or person in

connection with the investigation of, preparation for, or defense of any pending or threatened claim, or any action, investigation, suit or proceeding related to or arising out of activities performed by or on behalf of such entity or person pursuant to this Agreement, any transactions contemplated hereby, or its or his role in connection therewith, whether or not such entity or person is a party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of the Company.

4. **Limitation of Liability**

The Company also agrees that KPMGCF, its affiliates, and their respective directors, officers, members, employees, agents, representatives and controlling persons shall not be liable (whether directly or indirectly, in contract or tort or otherwise) to the Company or its security holders or creditors, for any matter, cause or thing related to or arising out of the engagement of KPMGCF pursuant to, or the performance by KPMGCF of the services contemplated by, this Agreement, except to the extent that KPMGCF is found in a final judgment by a Court of competent jurisdiction to have acted or failed to act in bad faith or with gross negligence or willful misconduct in performing the services described in this Agreement.

The provisions of Schedule B shall be in addition to any liability that the Company may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the Company. These provisions shall be operative in full force and effect regardless of any termination or expiration of this Agreement.