



AGREEMENT FOR EQUITY MANAGEMENT SERVICES

THIS EQUITY MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of February 7, 2010, between Forward Incorporated, a Delaware corporation (the "Company"), and

Client Name	Tax ID/Social Security number
Corp I dba Midas	37-129849
Joint Client Name	Tax ID/Social Security number
Reginald McDonald	355-86-4662

Known as the "Client"

The undersigned Client hereby enters into an agreement with the Company for the purpose of obtaining advice and services relating to the management of the following:

- ☒ Cash
- ☐ Commercial Paper
- ☐ Repurchase Agreements

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Scope of Agreement

Unless and until this Agreement is amended and except as the parties agree otherwise in writing, this Agreement sets forth the terms and conditions applicable to the performance by Company during the Term (as defined in Section 2 hereof) of the specific services for the Client related to the goals of the Client, which are set forth in Section 3 hereof.

2. Term

The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until the earlier of (i) five (5) years from the date hereof and (ii) such date as is mutually agreed to by the parties hereto as the termination date for the services to be provided hereunder. Notwithstanding the foregoing, the Term may be terminated earlier in accordance with Section 8 hereof or may be extended by mutual consent of the parties.

3. Advisor Services

During the Term, Company shall provide services as requested by the Client with respect to equity performance improvements, cost reduction programs and quality initiatives to be implemented by the Company, as well as general advice relating to debt reduction which have been or may be contemplated by the Client. The services shall be provided by Company in such manner and at such places as it reasonably deems to be appropriate. The Company shall provide to Client such documentation and access to Company personnel as the Company may deem necessary for the accomplishment of the stated goals.

4. Compensation and Expenses

(a) In consideration for the Company Services, the Client shall pay to the Company a fee of \$1,750 per calendar quarter (the "Fee"). The Fee shall be paid to Client in advance on each January 15, April 15, July 15 and October 15 during the Term, provided that the initial Fee payment shall be made on the date hereof, in recognition of services performed prior to date hereof and for the balance of the calendar quarter ending March 31, 2010.

(c) All payments made to Company under this Agreement shall be in cash in the manner specified in writing by Company,

5. Documentation

At the request of the Client, the Company will submit a summary of all services performed during the period covered by such request indicating...

Agreed to on this 7th day of February, 2010

Client Name	Signature	Title
Reginald C. McDonald	<i>Reginald C. McDonald</i>	President
Forward Inc. Authorized Officer	Signature	Title
Michael Fitzpatrick	<i>Michael J. Fitzpatrick</i>	VP, Financial Services