

FINDER FEE AGREEMENT
(Acquisition)

Agreement dated as of _____, 20__ between _____ (the "Finder") and Summer Street Capital Partners, LLC ("Summer Street").

R E C I T A L S :

Summer Street manages one or more buyout and growth equity funds (each, a "Fund" and, collectively, the "Funds") seeking acquisition or equity investment transactions (each, a "Transaction") with privately held companies meeting targeted investment profiles. Finder has identified, exclusively to Summer Street, _____ ("Prospect") as a candidate for a potential asset or equity buyout transaction (the "Transaction").

Summer Street and Finder desire to agree on the compensation which Finder shall become entitled to upon the closing of a Transaction between a Fund and the Prospect.

NOW, THEREFORE, the parties hereto agree as follows:

1. Information. Finder will use its best efforts to provide Summer Street with information useful in its evaluation of a possible Transaction with Prospect, and will not disclose the possible interest of Prospect in a Transaction to any other party. Except in the case of its advisors or other representatives, Summer Street agrees to keep confidential and not disclose to others (a) any such information that is not in the public domain, (b) the fact that the Prospect is or may be interested in a Transaction, and (c) the identity of the Prospect.

2. Fees. Summer Street will pay or cause to be paid to Finder on the date of closing (except as expressly provided in paragraph 3 below) of the Transaction involving any of the Funds and the Prospect, as full compensation for its service, an amount, payable by wire transfer, as provided below:

5% of any Proceeds (as hereinafter defined) up to and including \$1 million, plus 4% of any Proceeds greater than \$1 million and less than and including \$2 million, plus 3% of any Proceeds greater than \$2 million and less than and including \$3 million, plus 2% of any Proceeds greater than \$3 million and less than and including \$4 million, plus 1% of any Proceeds in excess of \$4 million. Summer Street shall inform Finder of the date and terms of closing. Finder shall have the right, and Summer Street will assist Finder, to verify this information.

"Proceeds", with respect to a Transaction, means the sum of:

(a) the total of the following amounts received at or in connection with the closing, or to be received at any time after the closing, directly or indirectly, by the seller or sellers (or its or their Affiliates) of the Prospect: (i) any cash payments, (ii) the face value of any debt or similar securities, (iii) any contingent or other deferred cash purchase price payments contingent on an earnout (herein referred to as earnout fees), shall be due when such payments are made, plus

(b) the total amount of indebtedness for money borrowed and capitalized lease obligations of the Prospect assumed, directly or indirectly, by any of the Funds or their Affiliates at or in connection with the closing, including, but not limited to, the amount of any and all such indebtedness and capitalized lease obligations of the Prospect if the Transaction takes the form of the acquisition of the equity securities of such Prospect.

Fees relating to Proceeds payable, or the amount of which are determinable, at closing shall be paid at closing. To the extent that any Proceeds are to be paid after the closing and the amount thereof cannot be determined at or prior to closing, then the fees applicable to such Proceeds shall be paid at the earlier of the date such Proceeds are in fact paid, or the date that the amount thereof is determined.

3. Exceptions on Fee Liability.

(a) No fees shall be payable under this Agreement if, within 10 business days of the date of this Agreement, Summer Street notifies Finder and, upon request, provides to Finder verifiable evidence of prior discussions between Summer Street and Prospect concerning a possible Transaction; and

(b) If Prospect is represented by another broker/finder to whom a fee is due by Prospect, as of the date of this Agreement, and this information is not disclosed to Summer Street, the fees payable hereunder to Finder shall be reduced by 50% unless waived by Summer Street in writing.

(c) No fees shall be payable under this Agreement unless the Transaction between any of the Funds and the Prospect is closed on or prior to the second anniversary of the date hereof.

4. M&A Broker Representation. Finder represents and warrants that it is an “M&A Broker” as defined in the SEC no-action letter re: M&A Brokers, dated January 31, 2014 (“SEC M&A Letter”), and that to the best of Finder’s knowledge, the Transaction fits the definition of an “M&A Transaction” in the SEC M&A Letter. Finder further represents that with respect to any services contemplated in this agreement, Finder will comply with the terms described in the SEC M&A Letter, including (a) having no power to bind seller, to provide financing, or to gain custody of Transaction funds; (b) ensuring disclosure of any parties represented by Finder and any related compensation arrangements; and (c) representing that no employees of Finder have been barred or suspended by the SEC, any state regulator, or self-regulating body.

5. Independent Contractor. Finder is an independent contractor and shall have no right or authority to contract for or, to incur any legal obligation on behalf of, Summer Street or any of the Funds.

6. Entire Agreement. This Agreement contains the entire agreement between Finder and Summer Street with respect to the subject matter hereof, and may not be modified or amended except in a writing signed by each of the parties hereto.

7. Applicable Law; Jurisdiction. This Agreement shall be construed, interpreted and

enforced in accordance with the laws of the State of New York as if such Agreement was entered into and concluded within such State and the parties hereto agree that any and all controversy respecting this Agreement shall be subject to the jurisdiction of a state or federal court located within the State of New York. This Agreement shall become legally binding with original or facsimile signatures and may be executed in the counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument). The persons signing this letter are duly authorized to execute and deliver this letter on behalf of their party to the agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

FINDER:

SUMMER STREET CAPITAL PARTNERS LLC

By: _____

By: _____