

FINDER FEE AGREEMENT
(Investment)

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 companies meeting targeted investment profiles. Finder has identified exclusively to Summer Street _____ ("Prospect") as a candidate for a potential equity investment 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 services, an amount, payable by wire transfer, as provided below:

Five percent (5%) of any Consideration (as hereinafter defined) up to and including \$1 million, plus 4% of any Consideration greater than \$1 million and less than and including \$2 million, plus 3% of any Consideration greater than \$2 million and less than and including \$3 million, plus 2% of any Consideration greater than \$3 million and less than and including \$4 million, plus 1% of any Consideration in excess of \$4 million. Total compensation, with respect to a Transaction, shall not be less than \$100,000 (provided that such Transaction in fact is closed) regardless of the total amount of Consideration. 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.

"Consideration", with respect to a Transaction, means the total amounts of cash, plus the fair

market value of everything other than cash to be paid to the Prospect by a Fund or Funds in connection with the closing of the Transaction. All Consideration other than cash shall be valued at the amount as set forth in the investment agreement between the Fund or Funds and the Prospect.

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

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 of Summer Street with Prospect concerning a possible Transaction;

(b) If Prospect is represented by another broker/finder to whom a fee is due from 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; and

(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. 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.

5. 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.

6. 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 Agreement are duly authorized to execute and deliver this Agreement 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: _____

Title: _____

Title: _____