



Date: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Mr./Ms. \_\_\_\_\_:

In the event that \_\_\_\_\_ (the "Intermediary") submits in writing the name of \_\_\_\_\_ company ("Target") and introduces a principal of such Target to Huron Capital Partners LLC ("Huron") or a Huron portfolio company and Huron or its portfolio company closes a Qualifying Transaction (as defined below) with such Target within 24 months from the date of this letter (the "Tail Period"), Huron will pay the Intermediary a fee calculated as follows (a "Transaction Fee"):

- 5% of the first one million dollars of total consideration, plus
- 4% of the second one million dollars of total consideration, plus
- 3% of the third one million dollars of total consideration, plus
- 2% of the fourth one million dollars of total consideration, plus
- 1% of the total consideration in excess of four million dollars.

Fees are payable in full in cash within three (3) business days of the closing, except fees related to contingent payments which shall be paid when such payments are made, without interest. In order for a Transaction Fee to be payable to the Intermediary, the following conditions must have been met (a "Qualifying Transaction"): (i) Huron must have signed a confidentiality agreement directly with the Target or its authorized agent (the "Target Confidentiality Agreement") and (ii) Huron must have received written information from the Target which it deems reasonably necessary to facilitate its investigation of the Target (including, but not limited to, financial statements) within two months of the effective date of the Target Confidentiality Agreement

In the event that Intermediary is receiving compensation or fees from the Target in a Qualifying Transaction, the amount of Transaction Fee payable by Huron to Intermediary would be reduced by the amount of compensation or fees paid by or due from the Target to the Intermediary.

Notwithstanding the foregoing, a transaction closed by Huron will not be considered a Qualifying Transaction for which a Transaction Fee would be payable if a) Huron or related party has had direct merger/acquisition/investment discussions within the preceding 24 months with any Target, b) Huron has signed a fee agreement still in force with another intermediary covering the Target, c) Huron has previously received information from another source regarding the Target (in which case Huron will inform the Intermediary upon being provided the Target's formal name by Intermediary), d) the Target has formally retained an intermediary to sell itself, (in which case the amount of transaction fee payable to Intermediary would be one-half of the Transaction Fee amount calculated above and subject to all other provisions outlined in this agreement), or e) a process to sell the company has been publicly announced. Furthermore, if a Qualifying Transaction occurs during the Tail Period but the purchaser of the Target is no longer a Huron portfolio company, Huron will not be obligated to pay a Transaction Fee to the Intermediary, provided Huron has caused the former portfolio company to execute a fee agreement similar to this one with the Intermediary.

Total consideration comprises the total sale proceeds and other consideration received by the Target and its stockholders upon consummation of the sale, including, without duplication, cash, securities, notes, contingent payments, excess rent payments, excess consulting and non-compete payments, and assumed funded debt.

If the foregoing correctly states the understanding between Huron and the Intermediary, please sign, date, and return this letter to Huron, whereupon this letter shall constitute the agreement between Huron and the Intermediary. This agreement merges with and supersedes all previous agreements, written or oral, governing Transaction Fees.

Sincerely,

Gretchen B. Perkins  
Vice President – Business Development

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_