



Basic Information	
Name of "Finder"	
Date of Agreement	
Name of Client's Portfolio Company which is seeking acquisitions (if applicable)	
Description of relevant industry or area (if applicable)	
"Tail Period"¹	12 months from initial introduction of applicable Target
Is Finder a registered broker-dealer? If so, list jurisdictions.	

FINDER FEE AGREEMENT

This FINDER FEE AGREEMENT (this "Agreement") is made and entered into as of the date set forth above between Shoreline Equity Partners, LLC (along with its assigns, "Client"), and the above-referenced "Finder."

RECITALS

Client desires to engage Finder to identify and introduce certain potential acquisition candidates in the industry or area set forth above (if applicable) (each, a "Target") to certain entities managed or advised by Client or by an affiliate of Client (each, a "Investment Vehicle") or a portfolio company thereof (a "Portfolio Company" and, together with any Investment Vehicle, each, a "Potential Acquiror"). The Potential Acquirors may elect to acquire or invest in one or more Target(s); and

Finder desires to introduce to the Potential Acquirors certain such Companies on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Agreement applies only to Targets to which Client or the Potential Acquirors have not otherwise been introduced and with which Client and the Potential Acquirors do not have a relationship at the time of introduction by the Finder. Client shall notify Finder promptly if Client or the Potential Acquirors have already been introduced to or have a pre-existing relationship with any entity introduced by Finder, in which case such entity shall not be deemed to be a "Target" hereunder.
2. Client and Potential Acquiror shall have the sole and discretionary right to decide whether or not to consider or consummate a Transaction with a Target. If a Potential Acquiror consummates an acquisition by means of purchase (all or in part) of assets or equity, merger, consolidation, investment

¹ For the avoidance of doubt, each Target shall have its own Tail Period, and all Tail Periods shall immediately be terminated upon a termination of this Agreement by the Client due to cause, as defined below.

or any other kind of business combination (a “Transaction”) with respect to a Target during the Tail Period applicable to such Target, as described above, Client shall pay or shall cause to be paid to Finder a fee (the “Finder Fee”) equal to the greater of the amount calculated under either (a) the Sliding Scale Model and (b) the Fixed Percentage Model, as each is defined below:

- a. “Sliding Scale Model”
 - i. 5% of that portion of the Gross Aggregate Consideration between \$0 and \$1,000,000 arising from the Transaction;
 - ii. 4% of that portion of the Gross Aggregate Consideration between \$1,000,001 and \$2,000,000 arising from the Transaction;
 - iii. 3% of that portion of the Gross Aggregate Consideration between \$2,000,001 and \$3,000,000 arising from the Transaction;
 - iv. 2% of that portion of the Gross Aggregate Consideration between \$3,000,001 and \$4,000,000 arising from the Transaction; and
 - v. 1% of the Gross Aggregate Consideration above \$4,000,000.
- b. “Fixed Percentage Model”
 - i. 1.25% of the Gross Aggregate Consideration.

For the avoidance of doubt, only one Finder Fee will be payable per Transaction. The Finder Fee will be calculated by applying either the Sliding Scale Model or Fixed Percentage Model, but not both or any combination of the two. For Targets that are being represented by a sell-side advisor, the Finder Fee will be equal to 50% of the Finder Fee calculated pursuant to the applicable model.

3. For all purposes hereof, “Gross Aggregate Consideration” means the total amount paid at closing in respect of any Transaction by the Potential Acquiror, management roll-overs and co-investors as well as debt used in connection with the Transaction including, but not limited to, and without duplication, (i) cash (other than balance sheet cash), (ii) assets, (iii) the aggregate principal amount of securities (including promissory notes), (iv) the principal amount of any loans that are an integral part of such Transactions and (v) assumed long-term interest-bearing liabilities.
4. Client shall pay the Finder Fee or cause the Finder Fee to be paid via wire transfer or equivalent instrument in U.S. Dollars to Finder concurrently with the closing of a Transaction. Notwithstanding the foregoing, if there are increases to the Gross Aggregate Consideration after the closing (such as payments of earnouts), Client shall pay or cause to be paid to Finder (or Finder shall pay to Client) on the date of such adjustment an amount such that, after giving effect to such payment, Client and Finder are in the same position they would have been had the Transaction closed on such date with the adjustments included in the calculation of Gross Aggregate Consideration (in each case, without interest). Client shall give reasonable notice to Finder in writing in advance as to the time and site of the closing of a Transaction. For purposes of confirming the Finder Fee due, Client shall make available for inspection by Finder a copy of all material acquisition agreements and material final closing documents with respect to each relevant Transaction. Under no circumstances shall Finder (or, if Finder is an entity, any member, manager, owner, officer, director or employee of Finder) share any part of the Finder Fee with any other person or entity except with the prior written consent of Client in its sole and absolute discretion. ***Finder understands and agrees that Client’s obligation to pay the Finder Fee hereunder shall be null and void if payment of the Finder Fee would violate any state or federal law, rule or regulation applicable to Client, Finder, the applicable Potential Acquiror, the applicable Target or its owners.***

- 5. Finder shall bear all out-of-pocket expenses incurred by it in connection with this Agreement.
- 6. The parties covenant and agree to be bound by the provisions of Annex I attached hereto, which is incorporated herein by reference.
- 7. This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same agreement. An electronic transmission of signatures to this Agreement shall be legal and binding on all parties hereto. This Agreement may not be assigned, pledged or transferred by either party without the consent of the other party (except that Client may assign some or all of its rights and obligations hereunder to an applicable Potential Acquiror upon closing). This Agreement, including Annex I hereto, shall be governed in accordance with the Laws of the state of New York and constitutes the entire agreement between the parties, and shall not be modified except in writing. Each of Client and Finder confirms and acknowledges that he, she or it has full authority to execute and be bound by the terms of this Agreement.
- 8. Either party may terminate this Agreement immediately upon written notice to the other party. Termination of this Agreement shall not affect the obligations of the parties under Sections 2 – 5 above and Annex I. Notwithstanding the foregoing, if Client terminates this Agreement for cause, Client shall have no obligations hereunder (including the payment of the Finder Fee) on or after the date of such termination. For the purposes of the preceding sentence, “cause” will be deemed to exist if Client reasonably determines that Finder has violated any material provision of this Agreement, has breached any representation or warranty contained herein or Finder is finally determined by a court of competent jurisdiction or applicable regulator to have violated any law, rule or regulation determined by Client to be reasonably relevant to the performance of Finder’s obligations hereunder.

ACCEPTED AND AGREED:

Client: Shoreline Equity Partners, LLC

Finder:

By: _____
 Name:
 Title: Authorized Signatory

 Name:
 Title:

Annex I

Certain Standard Provisions

1. Finder is a non-exclusive independent contractor and is not an agent of Client, any Potential Acquiror, any Target or its owners. Finder shall not be required to act as, and is specifically relieved of any responsibility to act as, an agent or broker to serve in a fiduciary capacity in the performance of this Agreement or a Transaction. Finder shall not have the ability to bind Client, any Potential Acquiror or any other party to a Transaction, and shall not have the authority to make any representation on behalf of Client or any Potential Acquiror. Finder shall not provide any materials regarding Client or any Potential Acquiror to any Target or its owners without the prior written consent of Client.
2. With respect to each Target proposed to be introduced to Client and the Potential Acquirors by Finder, Finder shall:
 - a. Identify such potential Target to Client first, for approval.
 - b. If approved by Client, approach such Target and coordinate and attend meetings between Client and owners of such Companies;
 - c. Assist Client and its personnel in preparing materials to be delivered to owners of such Companies in connection with a Transaction;
 - d. Assist Client in evaluating proposals and evaluating the financial terms and structure of Transactions in respect of such Companies; and
 - e. Provide such other assistance as Client shall reasonably request.
3. Under no circumstances shall Finder have custody, control or possession of or otherwise handle funds or securities issued or exchanged in connection with a Transaction.
4. Finder shall disclose to Client any compensation received from a Target, its owners or any other person in connection with a Transaction and shall obtain prior written consent to any such joint representation from all parties before accepting any such compensation.
5. In no event shall Finder engage in any public offering or general solicitation in respect of interests in a Target or a Potential Acquiror in connection with a Transaction. Finder is responsible for complying with all laws, rules and regulations applicable to it.
6. Finder shall not directly, or indirectly through any of its affiliates, provide financing for a Transaction. If Finder assists Client or a Potential Acquiror to obtain financing from unaffiliated third parties, Finder shall comply with all applicable legal requirements and shall disclose in writing to Client any compensation received in respect of such financing.
7. Finder on behalf of itself and, if Finder is an entity, on behalf of each owner, manager, officer, director and employee of Finder, hereby represents and warrants that each such person (i) has not been barred from association with a broker-dealer by the Securities and Exchange Commission, any state or any self-regulatory organization; and (ii) is not suspended from association with a broker-dealer by the Securities and Exchange Commission, any state or any self-regulatory organization.

8. Finder shall promptly notify Buyer of any change in any information or representation or warranty contained herein that occurs during the term of this Agreement or within twelve (12) months after its termination.
9. Confidentiality -
 - a. Finder agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Client and the Potential Acquirors' business relationships or financial affairs which is treated as such by Client or the Potential Acquirors, as applicable, including that a Target was introduced to Client or any Potential Acquiror, any potential interest in a Target by Client or a Potential Acquiror and the existence and/or terms of any Transaction (collectively, "Proprietary Information") is and shall be the exclusive property of Client or such Potential Acquiror. Other than in the performance of its services to Client, Finder shall not, and shall cause its employees not to, disclose any Proprietary Information to any person or entity or use the same for any purposes without written approval by an officer or principal of Client, either during or after the period in which Finder is engaged by Client, unless and until such Proprietary Information (i) has become generally available to the public without fault of Finder or (ii) is required to be disclosed by law, regulation or an order of a court or other governmental entity.
 - b. Finder agrees that it shall not provide Client with any information that is subject to any confidentiality agreement or obligation which is binding upon Finder unless (x) Finder is expressly permitted to do so and (y) Client agrees in advance to receive such information.
 - c. If any confidentiality agreement signed by Client requires that advisors sign a formal adherence in respect of such confidentiality agreement, then Finder will so comply. Subject to applicable legal requirements, no party shall make any public announcement concerning this Agreement or the terms hereof without the prior written consent of the other party (it being specifically agreed that Client shall have the right to pre-approve any tombstones or press releases proposed by Finder). Client is entering into this Agreement on the strict understanding that Finder and its affiliates will not disclose to any third party their relationship with Client, or the terms and conditions herein or in any further discussions among Client and the Finder without Client's prior written consent.
10. Finder makes no representations or warranty as to the accuracy or validity of the information furnished with respect to any Target. Client is solely responsible for due diligence in acquiring and verifying information regarding a Target.