

## Finder's Fee Agreement

Trinity Hunt Management, L.P., a Delaware limited partnership, along with its agents and affiliates (collectively, "**Trinity Hunt**") is seeking investment and acquisition candidates that meet its established investment criteria. The undersigned person or entity and its agents and affiliates (collectively, "**Finder**"), may be aware of candidates for investment or acquisition by Trinity Hunt. (Trinity Hunt and Finder are each referred to as a "**Party**" and collectively as the "**Parties.**") Trinity Hunt and Finder agree as follows:

1. The Effective Date of this Finder's Fee Agreement (the "Agreement") is set forth at the bottom of this page.
2. If Trinity Hunt consummates an investment or acquisition transaction with an investment or acquisition candidate that is introduced to Trinity Hunt by Finder within one year after such introduction, then Trinity Hunt will pay Finder a standard finder's fee.
3. The amount upon which the finder's fee is based will be (i) if the transaction is for a non-control interest, the amount of the equity investment by Trinity Hunt (and its co-investors) or (ii) if the transaction is a majority control transaction, the amount of the total acquisition transaction value (as determined in good faith by Trinity Hunt within 30 days after the close of the transaction) (the "**Transaction Value**"). The fee will be equal to 5% of the first \$1,000,000 of Transaction Value, 4% of the second \$1,000,000, 3% of the third \$1,000,000, 2% of the fourth \$1,000,000, and 1% thereafter. If there is an earnout, payment of the fee based on the earnout component shall be deferred until the earnout payments are actually made by Trinity Hunt.
4. Before introducing a prospective investment or acquisition candidate to Trinity Hunt, Finder will make contact with the candidate and obtain preliminary financial information to confirm that it meets Trinity Hunt's established investment criteria. Upon the receipt from Finder of the name of any potential candidate, Trinity Hunt reserves the right to promptly inform Finder that Trinity Hunt has a pre-existing relationship with that candidate, and upon receipt of such notice, Finder will exclude that candidate from this Agreement (and Trinity Hunt reserves the right to pursue an investment with that candidate without owing any finder's fee to Finder). If Trinity Hunt desires to have Finder provide other services, the parties will negotiate a separate agreement relating to those services.
5. Finder agrees that under no circumstances will Trinity Hunt be obligated to pay more than one finder's fee on any transaction consummated by Trinity Hunt. Finder represents and warrants to Trinity Hunt that Finder is not aware of any other broker or intermediary that may claim a fee from Trinity Hunt with respect to Finder's investment or acquisition candidate. Finder further represents and warrants to Trinity Hunt that the investment or acquisition candidate has not retained another finder, broker, or other intermediary to solicit indications of interest for any investment or acquisition transaction, Finder also represents and warrants to Trinity Hunt that Finder has all necessary licenses, if any, from applicable governmental agencies (including the Securities and Exchange Commission) to perform its obligations hereunder and receive the fee contemplated hereby.
6. This Agreement will remain in effect until terminated by either Party, which may be done by giving written notice of termination to the other Party at least 30 days in advance of the termination. The terms and conditions of Sections 2-5 and 10-11 will, however, survive termination for a period of one year.
7. This Agreement imposes no obligation on a Party to enter into any transaction with any other person or entity. This Agreement does not create any agency or partnership relationship of any kind between the Parties.
8. Each party represents and warrants to the other party that such party fully understands the terms hereof, has had an opportunity to review this Agreement with counsel.
9. This Agreement contains the entire Agreement between the parties regarding this subject matter, and all prior understandings are merged into this Agreement. This Agreement will be construed as a whole, according to its fair meaning, and not strictly for or against either party. All amendments or modifications to this Agreement must be in writing and signed by both Parties.
10. This Agreement is governed by, and will be construed according to, the laws of the State of Texas, without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
11. This Agreement is performable, in whole or in part, in Dallas County, Texas. Any legal proceeding arising out of this Agreement will be filed and heard in a court of competent jurisdiction sitting in Dallas County, Texas. No party will claim that any such proceeding brought in any such court has been brought in an inconvenient forum.

Name, contact information, and business description of investment or acquisition candidate: \_\_\_\_\_

**Trinity Hunt Management, L.P.**

By *Trinity Hunt Management GP, L.L.C., its general partner*

\_\_\_\_\_ (Finder)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address 2001 Ross Avenue, Suite 4800

Address: \_\_\_\_\_

City/State/Zip Dallas, Texas 75201

City/State/Zip: \_\_\_\_\_

Effective Date \_\_\_\_/\_\_\_\_/\_\_\_\_