

## FINDER'S FEE AGREEMENT

Argenta Partners LP, a Texas limited partnership, along with its agents and affiliates (collectively, "Argenta") 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 Argenta. (Argenta and Finder are each referred to as a "Party" and collectively as the "Parties.") Argenta and Finder agree as follows:

1. The Effective Date of this Finder's Fee Agreement (the "Agreement") is the set forth at the end of the signature page.
2. If Argenta consummates an investment or acquisition transaction with an investment or acquisition candidate that is first introduced to Argenta by Finder within one year after such introduction, then Argenta will pay Finder a standard finder's fee.
3. The amount upon which the finder's fee is based will be the amount of the investment by Argenta (and its co-investors) or the total acquisition transaction value (as determined in good faith by Argenta) 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.
4. Before introducing a prospective investment or acquisition candidate to Argenta, Finder will make contact with the candidate and obtain preliminary financial information to confirm that it meets Argenta's established investment criteria. Finder will provide such other services, as reasonably requested by Argenta, to assist Argenta in the consummation of the transaction.
5. Finder agrees that under no circumstances will Argenta be obligated to pay more than one finder's fee on any transaction consummated by Argenta. Finder represents and warrants to Argenta that Finder is not aware of any other broker or intermediary that may claim a fee from Argenta with respect to Finder's investment or acquisition candidate. Finder further represents and warrants to Argenta 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.
6. This Agreement will remain in effect for two (2) years unless terminated by either Party, which may be done by giving written notice of termination to the other Party. The terms and conditions of Sections 2-5 and 10-11 will, however, survive termination for a period of one year from date of termination.
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. Each Party will carry out their respective obligations fairly and in good faith.
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 made under, and will be construed according to, the laws of the State of Texas. The obligations arising under this Agreement will be performed, in whole or in part, in Dallas County, Texas. Any controversy arising in connection with this Agreement will be filed and heard in a court of competent jurisdiction sitting in Dallas County, Texas.

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

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**("Argenta")**

**("Finder")**

**ARGENTA PARTNERS LP**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 1845 Woodall Rodgers Frwy.  
Suite 1600, LB-16  
Dallas, TX 75201

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

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Phone: (214) 871-2400

Phone: \_\_\_\_\_

Fax: (214) 871-0075

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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