

STANDARD CONSULTANT FINDER'S AGREEMENT

This STANDARD CONSULTANT AGREEMENT (the "Agreement") is made and entered into on _____, 20____ (the "Commencement Date") by and between and Hidden Harbor Capital Partners Holdings, LLC ("HHCP") and _____ (the "Consultant").

RECITALS:

WHEREAS, HHCP desires to enter into a business relationship with the Consultant for the purpose hereinafter stated, and the Consultant desires to enter into such relationship with HHCP in such capacity and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. HHCP retains the Consultant to act as its intermediary in brokering and supporting HHCP in connection with the identification of, and introduction to, the businesses or entities set forth on Exhibit A attached hereto (each a "Qualified Business") that may desire to have HHCP enter into a transaction to acquire a majority of the equity interests, or all or substantially all of the assets, of such Qualified Business (each, a "Transaction"). HHCP shall be under no obligation to consummate any Transaction with any Qualified Business, and no fee or expenses of any kind will be payable by HHCP to the Consultant unless a Transaction closes. The Consultant is to act as an intermediary to locate a Qualified Business and to introduce those businesses or entities to HHCP, whereby HHCP (or any of its designees and/or appointed agents, advisors and representatives) shall conduct the related evaluation and negotiation, and execute the consummation of any Transaction. The obligations of Consultant set forth in this Section 1 shall be referred to collectively as "Consultant's Duties".

2. If, during the term hereof or the period specified in Section 8, HHCP consummates a Transaction with a Qualified Business for which Consultant's Duties have been satisfied, the Consultant shall be entitled to a finder's fee equal to:

- (a) 5% of the first million dollars of Transaction Value, plus,
- (b) 4% of the second million dollars of Transaction Value, plus,
- (c) 3% of the third million dollars of Transaction Value, plus,
- (d) 2% of the fourth million dollars of Transaction Value, plus,
- (e) 1.5% of the remaining Transaction Value (cumulatively, the "Consultant's Fee").

"Transaction Value" shall mean, for any Transaction, the aggregate purchase price actually paid by HHCP and its designees, affiliates, and/or co-investors to (or on behalf of) a Qualified Business or its equity holders for such equity or assets in any combination of cash, debt, equity, or other property, including deferred or contingent payments; provided, however, that (i) if the Transaction Value includes any contingent consideration (including, but not limited to, any earn outs, seller notes, and escrows), HHCP shall pay the Consultant such portion of the Consultant's Fee attributed to such contingent Transaction Value if and when such contingent consideration is actually paid to (or on behalf of) a Qualified Business or its equity holders and (ii) Transaction Value shall exclude any non-compete payments, any employment compensation, any consulting fees, any assumed assets and liabilities included in net working capital, or any other similar payments, compensation or fees, or non-standard components of Transaction Value. All fees are to be paid in US funds by bank draft or wire

transfer promptly after the closing of the Transaction. The Consultant shall be responsible for paying any and all taxes on any monies received relating to, or in connection with, the terms of this Agreement.

3. No business or entity shall be a Qualified Business if (a) HHCP or any of its affiliates is already pursuing or has previously reviewed the Qualified Business independent of its relationship with the Consultant, (b) HHCP or any of its affiliates is subject to a finder's fee obligation (not with the Consultant) with respect to the Qualified Business, (c) HHCP or any of its affiliates holds an equity interest in, or is a creditor of, the Qualified Business, (d) HHCP has had active discussions with a Qualified Business regarding a Transaction during the six (6) month period before an introduction with such Qualified Business was made by the Consultant or (e) after an introduction of a Qualified Business to HHCP by the Consultant pursuant to the terms and conditions hereunder, HHCP is introduced to such Qualified Business as a result of a broader sale process. Exhibit A attached hereto shall be amended in writing by the parties hereto to include or exclude a Qualified Business.

4. The Consultant represents that it has not made, and will not make, any agreements with any brokers or agents in regards to any broker's fees, finder's fees and similar amounts payable in respect of any Transaction. To the extent any other Party with whom Consultant is associated makes any claim for a buy-side broker's or finder's fee related to a Qualified Business or Transaction, the Consultant shall be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

5. HHCP is not responsible for any out-of-pocket expenses incurred by the Consultant unless agreed to by HHCP in writing prior to the incurrence of such expenses. To the extent a Transaction is consummated, Consultant acknowledges HHCP will be obligated to pay the Consultant's Fee pursuant hereto, and Consultant will not seek compensation from any related party of HHCP or from its affiliates (other than HHCP).

6. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of laws principles. Any disputes arising hereunder shall be settled through an arbitration proceeding in the State of Florida, County of Palm Beach, City of Boca Raton in accordance with the rules of the American Arbitration Association, and no Party hereto shall be entitled to special, punitive, exemplary or consequential damages as a result of any breach of this Agreement.

7. HHCP agrees to fully indemnify the Consultant from any legal actions against the Consultant by any Qualified Business that are the result of written information provided by HHCP or the performance of HHCP, except for instances of fraud or bad faith by the Consultant or where the Consultant was grossly negligent or engaged in willful misconduct. In addition, the Consultant shall indemnify HHCP and hold HHCP harmless from and against any and all losses, damages, liabilities, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) HHCP suffers or incurs as a result of the Consultant's failure to be qualified and/or licensed in any respect under any applicable law in order to perform the services contemplated hereby or to receive any fee or payment hereunder.

8. The relationship of the Consultant to HHCP is that of an independent contractor, and shall not under any circumstances be construed to constitute the Consultant as a partner, joint venturer, employee or agent of HHCP. The Consultant shall have no authority whatsoever to commit or bind HHCP in any manner whatsoever. This Agreement shall continue for a period of twelve (12) months from the Commencement Date. Upon expiration of the twelve (12) month period, this Agreement shall

continue to renew on a month to month basis until terminated. This Agreement may be terminated at any time by the Consultant or by HHCP with fifteen (15) days written notice to the other party hereto. Termination of this Agreement does not relieve HHCP of its obligation to pay the Consultant's Fee if and only if a Transaction with a Qualified Business is consummated by HHCP within twelve (12) months of the Consultant's initial introduction of such Qualified Business to HHCP.

9. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may not be amended or modified except by a written agreement executed by the parties hereto. There are no third party beneficiaries to this Agreement. This Agreement shall supersede all previous agreements executed between HHCP and the Consultant, and any other oral agreements or other arrangements, relating to the subject matter herein.

[signature page follows]

IN WITNESS WHEREOF, HHCP and the Consultant have executed this Agreement as of the day and year first above written.

HIDDEN HARBOR CAPITAL PARTNERS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A