

BROKER'S AGREEMENT

This BROKER'S AGREEMENT (the "Agreement"), is entered into as of the ___ day of ___, 2012 ("Effective Date"), between NINTH STREET CAPITAL PARTNERS I, LLC ("Buyer") and _____ ("Broker").

WHEREAS, Broker has identified prospective businesses for purchase with the following description: [_____] (the "Businesses"), which Buyer desires to evaluate upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, Buyer and Broker agree as follows:

1. **Term**. This Agreement shall begin on the date hereof and end upon the earlier of: (a) the first anniversary of the Effective Date, or (b) either party's receipt of written notice from the other party of its intent to terminate this Agreement (the "Term").

2. **Services**. Broker shall use its commercially reasonable efforts and adequate business time and attention to identify Businesses and introduce the owner(s), investment bankers and/or other agents of such Businesses to Buyer (the "Services"). All Businesses shall be identified in writing by Broker to Buyer ("Identified Business") before they shall be deemed covered by this Agreement. This Agreement shall not apply to and Broker shall not be entitled to a Success Fee (defined below) for (a) Businesses to which Buyer has previously been introduced to by another party at any time during the Term or the 12-month period prior to the Effective Date or (b) Businesses Broker otherwise represents, either directly or indirectly ("Excluded Businesses"). Buyer shall have 15 days after receipt of a written identification from Broker to inform Broker that a particular Business has already been introduced to Buyer by another party.

3. **Compensation**. Broker shall be entitled to receive a Success Fee (defined below) if, and only if:

- (a) The Business is not an Excluded Business;
- (b) The Business was identified in writing by Broker to Buyer during the Term of this Agreement; and
- (c) Buyer, in Buyer's sole discretion, elects to consummate and ultimately closes the purchase of the Identified Business within 12 months of receipt of the written identification from Broker.

Broker shall not be entitled to any compensation under this Agreement if any one of the preceding requirements are not fully satisfied.

If the preceding requirements of this Paragraph 3 are met, at the closing of the purchase of the Identified Business, Buyer shall pay to Broker, in cash or immediately available funds, to a bank account designated in writing by Broker, an amount ("Success Fee") equal to the sum of:

- (i) five percent (5.0%) of the first \$1 million of Transaction Value; plus
- (ii) four percent (4.0%) of the second \$1 million of Transaction Value; plus
- (iii) three percent (3.0%) of the third \$1 million of Transaction Value; plus

- (iv) two percent (2.0%) of the fourth \$1 million of Transaction Value; plus
- (v) one percent (1.0%) of the remaining Transaction Value in excess of \$4 million.

For purposes of this Agreement, “Transaction Value” means any amount of money or other consideration paid or to be paid to the Identified Business or the owners of the Identified Business in connection with the purchase of the Identified Business by Buyer; provided, however, that Broker shall not be entitled to a Success Fee in connection with any deferred or contingent consideration until such time as such consideration becomes due and payable by Buyer.

4. **Confidentiality**. The term “Confidential Information” shall include any proprietary information, in whatever form, that: (a) is provided by Buyer to Broker, including information regarding Buyer’s businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or (b) concerns any agreements that Broker may aid Buyer in entering into; or (c) consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by the Broker derived from, or including material portions of, the Confidential Information. Confidential Information shall not include any information that: (i) is already known to the Broker at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the Broker; (iii) is communicated to a third party with the express written consent of Buyer; or (v) is lawfully required to be disclosed, provided that before making such disclosure, the Broker shall immediately give the Buyer written notice and cooperate in the Buyer’s actions to assure confidential handling of such information. The Broker shall safeguard and keep confidential the Confidential Information and shall not disclose any Confidential Information to any other person or entity. The Broker shall not use the Confidential Information for any purpose other than those related to the Services. All such Confidential Information and any copies obtained thereof shall be returned to the Buyer promptly upon its written request and shall not be retained in any form by Broker. The obligations of Broker under this Paragraph 5 shall apply to Broker both during the Term and thereafter.

5. **No Partnership**. Broker and its agents and employees will perform their duties and obligations under this Agreement as independent contractors. Nothing contained in this Agreement will be construed as creating an employment, agency, partnership, joint owner, or joint venture relationship between the parties.

6. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without regard to its conflicts of laws rules.

7. **Amendment**. This Agreement may not be altered or amended except in writing signed by Buyer and Broker.

8. **No Waiver**. The failure of any party hereto at any time to require performance of any provisions hereof shall in no manner affect the right to enforce the same. No waiver by any party hereto of any condition, or of the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other terms, provision, warranty, representation, agreement or covenant herein contained

9. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings, letter of intent and negotiations, both written and oral, among the parties with respect thereto.

10. **Venue & Jurisdiction.** The Parties hereby irrevocably submit to the sole and exclusive venue and jurisdiction of the courts sitting in Cuyahoga County, Ohio for any suit, action or proceeding arising out of or relating to this Agreement or any related transaction between the Parties. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which may now or hereafter be made to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Broker's Agreement as of the Effective Date.

BROKER:

[_____]

By: _____

Name: _____

Its: _____

BUYER:

NINTH STREET CAPITAL PARTNERS I, LLC

By: _____

Name: _____

Its: Manager