

Finder and Introduction Agreement

Finder Firm Name:

Attn:

Street Address:

City, State & Zip Code:

This Finder and Introduction Agreement dated as of [], 2022 (“Agreement”) acknowledges that [Legal Name of Finder] (“Finder”) has brought [Name of Seller], a [Brief Description of Company], headquartered in [City, State] (“Target”), to the attention of HTR Capital LLC (“Purchaser”) as a potential investment opportunity. Finder and Purchaser are each a “Party” and collectively the “Parties”. No fee or other compensation shall be due or payable if Purchaser has been previously introduced to or has a prior relationship regarding a potential Transaction with Target and advises Finder of such introduction or relationship within 7 business days of signing this agreement.

If Purchaser consummates a Transaction within eighteen (18) months of the date of this Agreement, and Finder (a) formally introduces Purchaser to Target within 45 days of the date of this Agreement and such introduction results in a substantive in-person, video conference or telephonic meeting with the Target, (b) assists Purchaser with obtaining recent financial and other information relating to the Target customarily used in the valuation of an investment opportunity and (c) is not in breach of any provision of this Agreement, Finder shall be entitled to the compensation (“Consultant Fee”).

If Finder provides an introduction to the Target pursuant to the criteria in the second paragraph of this Agreement and Purchaser consummates an acquisition of Target the Consultant Fee shall be:

5% of Total Consideration from \$0 to \$1,000,000; plus

4% of Total Consideration from \$1,000,001 to \$2,000,000; plus

3% of Total Consideration from \$2,000,001 to \$3,000,000; plus

2% of Total Consideration from \$3,000,001 to \$4,000,000; plus

1% of Total Consideration exceeding \$4,000,000.

An example of this Consultant Fee scale which is the “Lehman Formula” is in Appendix A.

Finder acknowledges and agrees Purchaser shall only be responsible for the Consultant Fee outlined in this Agreement. Any fees owed to Finder or owed to another party shall not be the responsibility of Purchaser

For purposes of this Agreement, “Transaction” means any acquisition, merger, consolidation, reorganization, recapitalization, business combination or other transaction pursuant to which the Target is acquired, (in whole or in part), by, or combined with the Purchaser including an affiliate.

“Total Consideration” means, with respect to a Transaction, (i) the total equity value of Target, plus (ii) interest-bearing funded debt financing assumed by Purchaser or Purchaser’s affiliate, plus (iii) consulting fees or payments with respect to non-compete agreements or “earn-outs” paid by Purchaser, minus (d) fees (except for those of Purchaser) and expenses paid by Purchaser and not reimbursed by third parties in connection with such Transaction. The Consultant Fee payable at closing is based on the Total Consideration payable at closing. The Consultant Fee related to the deferred portion of the Total Consideration (e.g., earn-outs) shall be paid to the Finder when the deferred portion of the Total Consideration is actually paid to the seller of the Target. Total Consideration does not include subsequent investments in a Target unless the terms of the initial Transaction provided that such Transaction will be accomplished in a series of related transactions. If the Transaction results in a non-control, minority investment (Purchaser’s investment results in less than 50% of the fully diluted ownership of the Target at the time the Transaction is consummated) in the Target by Purchaser or Purchaser’s affiliate then Total Consideration shall solely be calculated on the total equity investment by Purchaser or an affiliate.

Purchaser is not obligated to propose any offer or pursue a Transaction. Purchaser may refuse to initiate, close or conclude the Transaction with or without cause or for any reason or no reason at all. No Consultant Fee or other compensation shall be payable under this Agreement or otherwise if the Transaction with the Target is not consummated by Purchaser (i.e. the execution of definitive documentation) for any reason or no reason at all.

Finder hereby covenants, represents and warrants that Finder has and will be in strict compliance with all laws, rules, regulations, codes of ethical conduct and policy statements of regulatory agencies or self-regulatory agencies applicable to the Finder. Additionally, Finder hereby represents and warrants that Finder is not in violation of any non-disclosure, fee agreements or other agreements by introducing Purchaser to Target and that to its knowledge Purchaser shall not be in violation of any similar agreements by receiving information about Target. Finder will indemnify and hold harmless Purchaser and their affiliates, and their respective general partners, managing members, directors, officers, employees, agents, subagents and controlling persons (each such entity or person being referred to as a “Indemnified Party”) against any losses, claims, damages, costs and expenses or other liabilities any such Indemnified Party incurs as a direct or indirect result of any breach by Finder of the foregoing covenant, representation and warranty or any other breach by Finder of its obligations hereunder.

This Agreement may be terminated with or without cause by either Party effective ten (10) business days of written notice. To the extent Purchaser terminates this Agreement prior to the eighteen (18) month anniversary hereof and a Transaction is consummated by Purchaser with Prospect prior to the eighteen (18) month anniversary of the Agreement, Finder will be entitled to receive the Consultant Fee set forth herein so long as Finder complied with the requirements set forth in clauses (a) through (c) of the second paragraph hereof.

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of any conflicts of law principles. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in the City and State of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement is binding upon either Party unless made in writing and signed by a duly authorized representative of the Parties, and no failure or delay in enforcing any right shall be deemed a waiver, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. Neither party may assign this Agreement without the prior written consent of the other Party. This Agreement may be executed in counterparts, both of which, when taken together, shall constitute a single agreement binding upon the parties.

Nothing in this agreement shall be construed to create an employer/employee, partnership, joint venture or principal/agent relationship between Finder and HTR Capital LLC or any of its officers, employees and affiliates. Finder is an independent contractor, and not an agent of HTR Capital LLC for any purpose whatsoever, and Finder shall be solely responsible for its own expenses incurred in connection with the matters described in this Agreement. Finder is not authorized to bind Purchaser with respect to any liability or obligation, or to represent that Finder has any such authority.

IN WITNESS WHEREOF, Purchaser and Finder have executed this Agreement as of the date first appearing above.

HTR Capital LLC

[Finder Corporate Name]

By: _____

By: _____

Name: _____

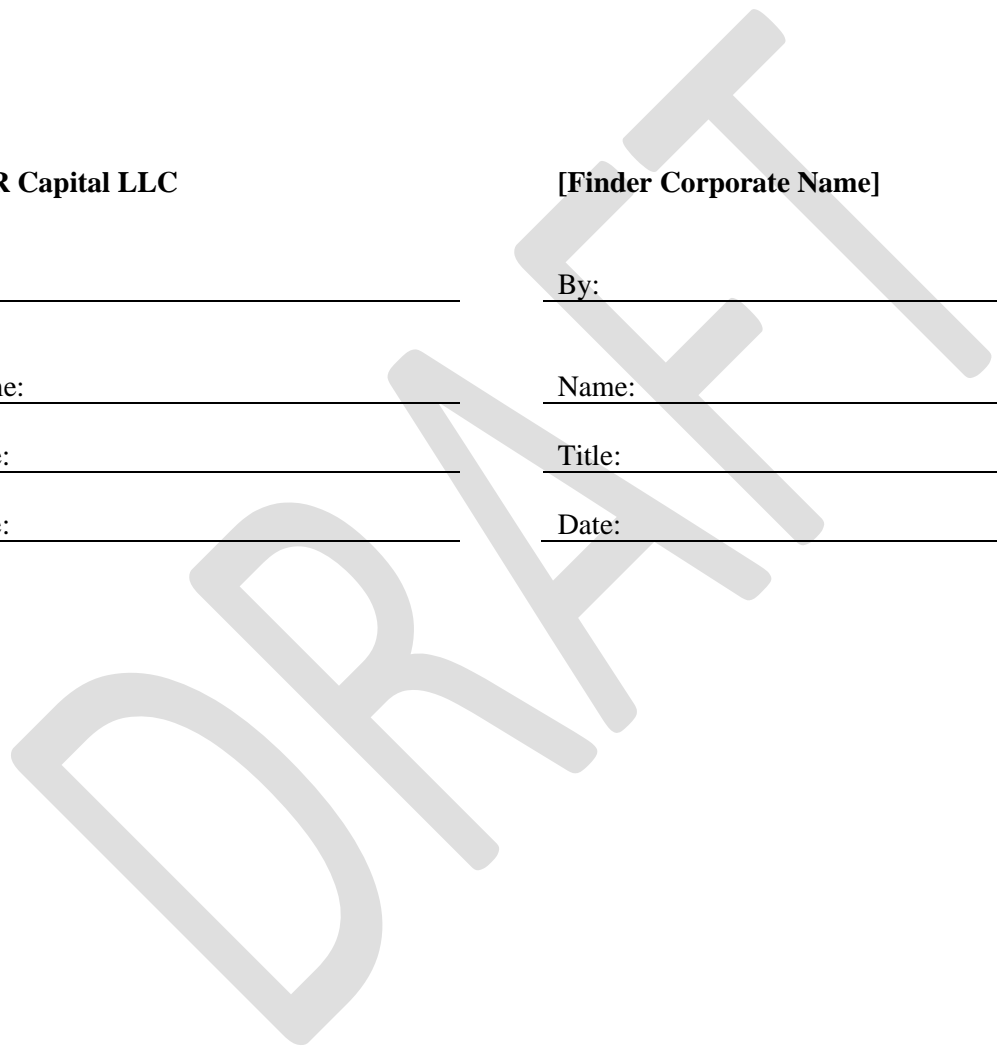
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A: ILLUSTRATION OF FEE SCALE (LEHMAN FORMULA)

Enterprise Value	Fee Increment	Total Fee	Cash Total
\$ 1,000,000	5.00%	5.00%	\$ 50,000
2,000,000	4.00%	4.50%	\$ 90,000
3,000,000	3.00%	4.00%	\$ 120,000
4,000,000	2.00%	3.50%	\$ 140,000
5,000,000	1.00%	3.00%	\$ 150,000
10,000,000	1.00%	2.00%	\$ 200,000
20,000,000	1.00%	1.50%	\$ 300,000
30,000,000	1.00%	1.33%	\$ 400,000
40,000,000	1.00%	1.25%	\$ 500,000
50,000,000	1.00%	1.20%	\$ 600,000
60,000,000	1.00%	1.17%	\$ 700,000
70,000,000	1.00%	1.14%	\$ 800,000
80,000,000	1.00%	1.13%	\$ 900,000
90,000,000	1.00%	1.11%	\$ 1,000,000
100,000,000	1.00%	1.10%	\$ 1,100,000

Disclaimer: The payment of any deal or sourcing fee is subject to the execution of definitive documentation with HTR Capital LLC. The above does not create a duty or obligation of HTR Capital LLC without an executed fee agreement.