

\$50,000 Subscriber

SHARE SUBSCRIPTION AGREEMENT

As of October __, 2012

Alaska Search Partners, LLC
7401 Decoy Circle
Anchorage, AK 99502

Attention: Brent A. Fisher

Dear Mr. Fisher:

I understand that Alaska Search Partners, LLC (the "Company"), a limited liability company organized under the laws of the State of Alaska, proposes to offer and sell to me 50,000 shares of the Company's membership interests at a purchase price of \$1.00 per share, for a total of \$50,000. Such sale is being made for purposes of covering the start-up and operating expenses of the Company.

I agree with the Company as follows:

1. Subject to the terms of this Agreement and at the Closing (as defined herein), I hereby agree to purchase 50,000 shares of the Company's membership interests at a purchase price of \$1.00 per share (the "Shares"), for an aggregate of \$50,000, on or before October __, 2012 (the "Closing").

2. I understand that it is the intention of the Company either to acquire another entity by merger, purchase of substantially all of the other entity's assets, purchase of substantially all of the other entity's stock, or other reorganization or to reorganize the capital of the Company or merge or consolidate the Company with or into another company (an "Acquisition"). I further understand that in connection with such acquisition or reorganization, it is likely that the Company or the Successor Company (as defined below in Section 3(a)) will raise additional debt or equity financing from investors (the "Financing"). I understand and agree that in connection with the Financing, the dollars invested by me in the Company under this Agreement will be accorded preferential treatment, entitling me to acquire as part of the Financing and without payment of additional consideration that number of securities of the Successor Company which would be purchasable in the Financing for 150% of such dollars. In addition, the Company and I understand and agree that upon any such Financing in connection with an Acquisition, the operating agreement of the Company will be amended and restated (or a similar agreement or agreements will be entered into by the members of the Company for a Successor Company), and while the Company and I do not intend to be legally bound by Schedule A (the "Summary of Terms") (*i.e.*, the facts and the circumstances of the Acquisition and Financing will influence the final terms and

Share Subscription Agreement
Alaska Search Partners, LLC

conditions thereof), the Summary of Terms set forth the terms and conditions that the parties hereto generally anticipate in the type of transactions contemplated hereby.

3. I understand and acknowledge that the Company hereby grants to me the right of first refusal to purchase, pro rata, all or any part of New Securities (as defined herein) which the Company or the Successor Company proposes to sell and issue after the date hereof in connection with the Financing. My pro rata share, for purposes of this right of first refusal, is the ratio of the total of the number of Shares held by me divided by the total Shares of membership interests of the Company outstanding, as adjusted appropriately for share combinations, share splits, or similar events. I, together with other members of the Company who have agreed to purchase our pro rata share, shall have the over allotment right to purchase the number of shares of New Securities declined to be purchased by such other members, pro rata based on the number of Shares owned by all members who exercised their over allotment rights, with subsequent overallotment rights on the same terms for any New Securities declined to be purchased by any member in any subsequent over allotment round; provided, however, that, without the prior written consent of the manager of the Company in his sole and exclusive discretion in no event shall the undersigned be entitled to exercise any pro rata overallotment right to the extent that the exercise of such right would result in the ownership of more than 50% of the aggregate of the New Securities by the undersigned and the undersigned's Affiliates. This right of first refusal shall be subject to the following provisions:

(a) "New Securities" shall mean any share of membership interests, common stock or preferred stock or other debt or equity securities of the Company or of any entity that the Company reorganizes, converts into, merges or consolidates with in connection with such reorganization, conversion, merger or consolidation (the "Successor Company"), whether now authorized or not, and rights, options or warrants to purchase said shares of membership interests, common stock or preferred stock or other debt or equity securities, and securities of any type whatsoever that are, or may become, convertible into said shares of membership interests, common stock or preferred stock or other debt or equity securities, all in connection with the Financing; provided, however, that "New Securities" does not include (i) securities purchased under this Agreement or issued to other members pursuant to comparable Share Subscription Agreements dated on October __, 2012 for the purchase of up to _____ Shares in the aggregate, plus any Shares issued pursuant to Section 2(d)(xi) of the Limited Liability Company Agreement of the Company, (ii) securities offered to the public generally pursuant to a registration statement, or under Regulation A, of the Securities Act (as defined herein), (iii) securities issued to other members pursuant to the right of first refusal set forth in Section 3 of their comparable Share Subscription Agreements dated on October __, 2012, (iv) membership interests or shares of stock issued to Brent A. Fisher, or other management of the Company or the Successor Company, and (v) any debt and/or warrants issued to a bank or similar financial institution which provides acquisition or working capital financing for the Company or the Successor Company.

(b) In the event the Company or the Successor Company proposes to undertake an issuance of New Securities, it shall give me written notice of its intention, describing the type of New Securities, and the price and terms upon which the Company or the Successor Company proposes to issue the same. I shall have fourteen (14) days from the date of receipt of any such notice to agree to purchase up to my pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Company or the Successor Company and stating therein the quantity of New Securities to be purchased. I further understand that, prior to the Company or the Successor Company providing written notice to me of its intention to undertake an issuance of New Securities and describing the type of New Securities, and the price and other terms upon which the Company or the Successor Company proposes to issue the same as provided above, the Company or the Successor Company shall enter into good faith negotiations with the undersigned to negotiate a set of mutually-agreeable terms, substantially on the terms described on Schedule A hereto, upon which such New Securities shall be offered.

(c) In the event I fail to exercise the right of first refusal within the time period set forth in (b) above, subject to the right of first refusal available to other investors, the Company or the Successor Company shall have ninety (90) days thereafter to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within thirty (30) days from the date of said agreement, not including regulatory approvals, if necessary) to sell the New Securities respecting which my option was not exercised, at the price and upon the terms no more favorable to the purchasers of such securities than specified in the Company's or the Successor Company's notice. In the event the Company or the Successor Company has not sold the New Securities or entered into an agreement to sell the New Securities within said ninety (90) day period (or sold and issued New Securities in accordance with the foregoing within thirty (30) days from the date of said agreement), the Company or the Successor Company shall not thereafter issue or sell any New Securities without first offering such securities to me in the manner provided above.

(d) This right of first refusal hereunder is nonassignable except with the prior written consent of the Company or the Successor Company, except that the right of first refusal may be transferred without the Company's or the Successor Company's consent to any members of my immediate family or trusts or family partnerships primarily for their benefit or if the undersigned is an entity, to any entity which directly controls, is controlled by or is under common control with the undersigned (collectively, an "Affiliate"), if in each instance prior to any such transfer the transferee shall first agree in writing delivered to the Company or the Successor Company, and in form reasonably satisfactory to the Company or the Successor Company and their respective counsel, to become a party to this Agreement and to be subject to all of the obligations and entitled to all of the benefits of this Agreement.

4. I understand and acknowledge that if the Company fails to succeed as a viable concern, the Shares may be worthless and the money invested by me in the Company may not be returned to me.

5. In connection with my receipt of the Shares, I acknowledge that I have received the opportunity to read the following information concerning the Company:

- (a) The Articles of Organization of the Company.
- (b) The Limited Liability Company Agreement of the Company.

In addition, I have had an opportunity to acquire additional information concerning the Company and its affairs from its Manager.

6. As consideration for the issuance of the Shares, I have provided the Company with my check or have wired funds in the amount equal to the total purchase price of the Shares. At the Closing, the Company will issue the Shares to me.

7. I represent to the Company that the following is true:

(a) I am aware of the Company's business affairs and financial condition and have acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. I understand that the Shares being purchased by me represent a speculative investment. I am purchasing these Shares for my own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for the purposes of the Securities Act of 1933, as amended ("Securities Act"); and

(b) I am an accredited investor within the meaning of Regulation D under the Securities Act and I will furnish to the Company a signed and completed Accredited Investor Questionnaire in the form furnished by the Company to me.

8. I further understand and acknowledge the following:

(a) That the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom which exemption may depend upon, among other things, the bona fide nature of my investment intent as expressed herein. In such event, I understand that, in the view of the Securities and Exchange Commission ("SEC"), the statutory basis for such exemption may be unavailable if my representation was predicated solely upon a present intention to hold the Shares solely for any of the following: (1) the minimum capital gains period specified under tax statutes, (2) a deferred sale, (3) until an increase or decrease in the market price of the Shares, or (4) a period of one year or any other fixed period in the future.

(b) That the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration

is available. I further acknowledge and understand that the Company is under no obligation to register the Shares. In addition, I understand that any certificate evidencing the Shares will be imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel for the Company.

(c) I am aware of the adoption of Rule 144 by the SEC, promulgated under the Securities Act, which permits limited public resale of securities acquired in a non-public offering subject to the satisfaction of certain conditions.

(d) That if the Company is not satisfying the current public information requirement of Rule 144 at the time I wish to sell the Shares, I would be precluded from selling the Shares under Rule 144 even if the two-year minimum holding period had been satisfied.

(e) That in the event all of the requirements of Rule 144 are not met, compliance with Regulation A or some other registration exemption will be required, and that although Rule 144 is not exclusive, the SEC has expressed its opinion that persons proposing to sell private placement securities other than in registered offerings and other than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and the brokers who participate in the transaction do so at their own risk.

9. The Company represents to me that the following is true:

(a) The Company has been duly formed, is validly existing, and in good standing, with all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement have been authorized by all necessary action on behalf of the Company, and this Agreement constitutes a valid and binding obligation of the Company, and is enforceable against the Company in accordance with its terms.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with or result in any violation of or default under any provision of any operating agreement or other governing instrument applicable to the Company or under any material agreement or other instrument to which the Company is a party or by which the Company, or any of its property, is bound, or any permit, franchise, judgment, decree, statute, order, writ, rule or regulation applicable to the Company or its business or property.

(d) The Shares, when issued, sold and delivered in accordance with the terms of this Agreement to me, will be duly and validly issued and will be free of restrictions on transfer other than restrictions on transfer under this Agreement, the

operating agreement of the Company and applicable provisions of federal or state securities laws.

(e) The authorized equity interests in the Company consist of four hundred fifty thousand (450,000) authorized Shares of which not less than two hundred thousand (200,000) Shares will be issued on the date hereof (the “Issued Shares”), subject to the provisions of the operating agreement of the Company and this Agreement. As of the date of this Agreement, other than the Issued Shares, there are no outstanding equity interests in the Company, nor any options, warrants or other securities convertible into or exercisable or exchangeable for any such equity interests.

(f) Neither this Agreement nor the operating agreement of the Company contains any untrue statement of a material fact or omit a material fact necessary to make each statement contained herein or therein not misleading.

10. The share certificates, if any, evidencing the Shares shall bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE
HAVE BEEN ACQUIRED FOR INVESTMENT AND
NOT WITH A VIEW TO, OR IN CONNECTION WITH
THE SALE OR DISTRIBUTION THEREOF. NO SUCH
SALE OR DISPOSITION MAY BE EFFECTED
WITHOUT AN EFFECTIVE REGISTRATION
STATEMENT RELATED THERETO OR AN OPINION
OF COUNSEL FOR THE COMPANY THAT SUCH
REGISTRATION IS NOT REQUIRED UNDER THE
SECURITIES ACT OF 1933, AS AMENDED.

11. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the sale and issuance of the Shares.

12. I agree that I will keep confidential and will not disclose, divulge or misuse any confidential, proprietary or secret information which is labeled or otherwise identified as confidential or proprietary and which I may obtain from the Company pursuant to financial statements, reports and other materials provided to me by the Company (“Confidential Information”), unless such Confidential Information is known, or until such Confidential Information becomes known, to the public (other than as a result of my breach of this Section 12); provided, however, that I may disclose Confidential Information (a) to my attorneys, accountants, consultants, and other professionals to the extent necessary to enforce this Agreement or obtain their services in connection with monitoring my investment in the Company or (b) as may otherwise be required by law. It is understood and agreed that nothing set forth in this Agreement shall prevent me from making investments in entities which conduct businesses that are

the same or similar to the business conducted by the Company or the Successor Company provided that there is no violation of this Section 12. This Agreement, together with the Company's Limited Liability Company Agreement of even date herewith, represents the entire agreement and understanding between me and the Company concerning the purchase of the Shares and supersedes and replaces any and all prior agreements and understandings.

13. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Alaska.

14. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

SHARE SUBSCRIPTION

Executed as of October __, 2012

Number of Shares subscribed for: _____ shares of membership interest.

Total Purchase Price @ \$1.00 per share: \$_____

**PLEASE SIGN AND PRINT YOUR NAME BELOW
IN THE EXACT MANNER IN WHICH YOU WOULD LIKE
YOUR NAME TO APPEAR ON SHARE CERTIFICATES:**

(Signature)

(Typed or Printed Name)

The foregoing Subscription Agreement is hereby confirmed and accepted as of the date first above written.

ALASKA SEARCH PARTNERS, LLC

By: _____
Brent A. Fisher

SCHEDULE A

Summary of Terms

**ALASKA SEARCH PARTNERS, LLC
Limited Liability Company Agreement
Summary of Terms**

The following Summary is intended to serve only as a convenient overview of the material terms of the form of LLC Agreement and should not be relied on as a substitute for the LLC Agreement. It is the intention of the parties, however, that they shall enter into good-faith negotiations to negotiate a set of mutually-agreeable terms for the Financing on substantially the terms described in this Schedule A as provided in the Share Subscription Agreement in Section 3(b). Everyone should carefully read the related documents, and seek independent legal counsel before using this summary or signing the LLC Agreement; and potential members should review the LLC Agreement itself, rather than this Summary, when making a legal determination of their rights and obligations of members of the LLC.

If capital from outside the original search funders accounts for over 50% of the acquisition, the original search funders will have the right, but not the obligation, to sell their interest back to the LLC at the stepped-up value.

Name of Company	Alaska Search Partners, LLC
State of Formation and Governing Law	Alaska
Fiscal Year	January 1 – December 31
Classes; Capitalization	The LLC initially has two classes of authorized Units – Series A Preferred Units (“ <u>Series A</u> ”) and Common Units. The Series A will initially constitute 70% of the aggregate outstanding Units and the Common Units will initially constitute 30% of the LLC’s issued and outstanding equity. An equity incentive plan of up to 5% will be authorized and any issuances will dilute all existing Units on a pro-rata basis.
Vesting of Common Units¹ (Schedule B)	Common Units will be issued to management at closing. 1/3 of the Common Units issued at closing (or 10% of total units) will be unrestricted, i.e. fully vested. 1/3 (or 10% of total units) will be issued subject to time-based vesting and the remaining 1/3 (or 10% of the total units) will be issued subject management’s ability to obtain internal rate of return targets for

¹ Amounts may vary based on transaction specifics, including size of transaction and debt/equity composition.

	investors. See Schedule B hereto for more detail on the specific vesting terms.
<p>Governance; Indemnification; Reporting</p>	<p><u>Board</u></p> <p>The LLC will be governed by up to a five(5) person Board of Directors elected by the holders of the majority of outstanding Series A and vested Common Units (a “<u>Majority Interest</u>”), who will appoint officers to manage the LLC's operations. The initial five directors will consist of four (4) investor nominees (the “<u>Investor Directors</u>”) and Brent Fisher for so long as he remains the Chief Executive Officer of the LLC. Notwithstanding the foregoing, if an additional manager (in addition to Brent Fisher) is added to the LLC, the Board of Directors will be increased to six (6) persons and the additional manager will be a director for so long as he is a manager.</p> <p><u>Indemnification</u></p> <p>Directors and officers will be indemnified by the LLC consistent with the Alaska Corporations Code.</p> <p><u>Reporting</u></p> <p>Members (including original search fund investors) will receive quarterly and annual financial statements (balance sheets, operations and cash flow), including comparisons against (i) previous year and (ii) budget, accompanied by management's discussion of material events and trends during the applicable reporting period. The LLC will conduct an annual year-end telephonic conference providing information on the LLC's financial performance.</p>
<p>Voting Rights of Series A</p>	<p>Unless otherwise required by the Act or specified in the LLC Agreement, all actions, approvals and consents to be taken or given by the Members under the Act, the LLC Agreement or otherwise shall require the affirmative vote or the written consent of the holders a majority of the outstanding Series A (a “<u>Series A Majority Interest</u>”).</p> <p>Notwithstanding anything to the contrary in the LLC Agreement, the LLC shall not take and shall restrict its direct and indirect subsidiaries (“<u>Subsidiary</u>” or “<u>Subsidiaries</u>”) from taking any of the following actions directly or indirectly without the prior approval of a</p>

	<p>Majority Interest:</p> <p>(i) entering into any transactions with one or more Affiliates or changes to the LLC’s governing documents, including without limitation its operating agreement, adversely affecting the rights, privileges or preferences of the Series A, or the adoption of any new, or amendments to any existing, equity compensation plans, or changing the size, powers or composition of the Board;</p> <p>(ii) authorizing, incurring or issuing any capital stock or debt (including any guarantees, debts, liens or leases) with rights or preferences senior or pari passu with the Series A, or effecting an initial public offering, or entering into any related agreements, including negative pledges;</p> <p>(iii) declaring or paying any dividend or distribution, or the redemption or acquisition of any Units of the LLC, other than the payment of tax distributions, pursuant to and in accordance with the terms hereof; and</p> <p>(iv) authorizing or effecting any material business combination, acquisition, disposition of material assets, merger or other liquidation event.</p> <p>Notwithstanding anything to the contrary in the LLC Agreement, the LLC shall not take and shall restrict its Subsidiaries from taking any of the following actions directly or indirectly without the prior approval of the Board, including all of the then serving Investor Directors:</p> <p>(i) authorizing or effecting any business combination, acquisition, disposition of material assets, merger or other liquidation event, or initiating any material litigation or related proceeding, or materially changing the nature of the business of the LLC or any of its Subsidiaries;</p> <p>(ii) authorizing or effecting any change to senior management or adopting or changing non-equity compensation plans;</p> <p>(iii) executing, amending or modifying any material contract or agreement with payments to or by the LLC or its Subsidiaries in excess of \$150,000</p>
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	<p>individually, or in the aggregate; and</p> <p>(iv) entering into any material settlement or other decision with respect to any litigation, arbitration, mediation, investigation, administrative matter or similar proceeding (including any bankruptcy proceeding in which the LLC has an interest) other than settlements requiring only the payment of monetary damages in an amount not to exceed \$150,000 individually, or in the aggregate.</p>
Voting Rights of Common Units (vested only)	Only vested Common Units will have voting rights with respect to matters voted on by all Members.
Preemptive Rights	Each Member will have the right to purchase that Member's proportionate share (based on the number of Series A and vested Common Units held by that Member) of any new equity securities or security equivalents (subject to usual and customary exceptions) authorized for sale by the LLC before those securities are otherwise offered for sale.
Restrictions on Transfer	<p><u>General.</u> No member may transfer Units without first complying with the applicable restrictions set forth below.</p> <p><u>Permitted Transfers.</u> Members may transfer Units to Affiliates and for estate planning purposes.</p> <p><u>Right of First Refusal – Transfers of Common Units.</u> A Member who wishes to transfer its Common Units must first provide the LLC with the opportunity to purchase the Units at the offered price, terms and conditions and then, to the extent the LLC does not purchase the Units, to the other Members holding Series A and vested Common Units, who will have the right to purchase any remaining Units on a pro rata basis.</p> <p><u>Co-Sale– Transfers of Common Units.</u> To the extent the Units are not purchased by the LLC and the Members pursuant to their right of first refusal, each Member holding Series A or vested Common Units will have the right to sell on a pro rata basis its Units to the Offer or on at the offered price, terms and conditions.</p> <p><u>Right of First Refusal – Transfers of Series A.</u> A Member who wishes to transfer its Series A must first provide the other holders of Series A with the opportunity to purchase the Units at the offered price,</p>

	<p>terms and conditions on a pro rata basis.</p> <p><u>Co-Sale– Transfers of Series A.</u> To the extent the Series A are not purchased by the Members pursuant to their right of first refusal, each Member holding Series A will have the right to sell on a pro rata basis its Units to the Offer or on at the offered price, terms and conditions.</p> <p><u>Drag-Along.</u> Drag-Along rights are exercisable immediately by a Series A Majority Interest. Upon exercise of the Drag-Along rights, all Members must sell their Units to a non-affiliate of the LLC as designated by a Series A Majority Interest.</p>
<p>Distributions</p>	<p>Distributions to Members will be made in the following order:</p> <ol style="list-style-type: none"> 1. Pro rata to Series A, until the cumulative Series A Unpaid Preferred Return for each Unit (i.e. 8% per annum, compounded annually, on Unreturned Contributions and Series A Unpaid Preferred Returns) is paid in full. 2. Pro rata to Series A, until the aggregate Series A Preferred Unreturned Contributions of all Series A are paid in full. 3. Thereafter, pro rata to the vested Common Units and Series A in proportion to their respective Unit holdings. <p>Unvested Common Units will not be entitled to distributions. However, upon vesting, such Units will be entitled to catch-up distributions other than with respect to (i) tax distributions, (ii) the cumulative Series A Unpaid Preferred Return and (iii) the aggregate Series A Preferred Unreturned Contributions.</p>
<p>Taxes</p>	<p><u>Partnership Treatment.</u> The LLC will be treated as a partnership for tax purposes.</p> <p><u>Profits Interests.</u> Unless otherwise designated by the Board, Units issued after the initial date of the LLC Agreement are intended to be treated as “profits interests”.</p> <p><u>Tax Distributions.</u> To the extent that the Board determines that the LLC has available funds, the LLC shall make annual distributions equal to each Member’s</p>

	<p>Tax Liability (as defined in the LLC Agreement). Tax distributions are treated as advances on certain profit participation amounts otherwise distributable to Members. In addition, 25% of the tax distributions shall count towards the calculation of an investor's internal rate of return.</p>
<p>Amendment</p>	<p>The LLC Agreement may only be amended with the affirmative vote of a Majority Interest; provided that the affirmative vote of a Series A Majority Interest will be required if the amendment amends any of the rights, preferences or priorities of the Series A.</p>
<p>Conversion to Corporation</p>	<p>A Majority Interest may cause the LLC to convert to a corporation. Each Member's Units will be exchanged for or converted into Units of the corporation, and each Member must sign a stockholders agreement containing substantially the same terms contained in the LLC Agreement.</p>

SCHEDULE B

Sample Vesting Terms

VESTING TERMS

I. Allocation.

- A. Initial Allocation: Brent A. Fisher (“Executive”) shall be issued the number of Common Units set forth opposite his name on Schedule A to the Agreement as of _____ (the “Grant Date”). All such Common Units shall be Unvested Common Units for all purposes under the Agreement as of the Grant Date and shall vest in accordance with the terms set forth herein.
- B. Subsequent Allocations to Employees. An additional [] Common Units (the “Incentive Pool”) shall be reserved for issuance under the Equity Incentive Plan to additional employees of the LLC or its subsidiaries by the Board, on such terms as the Board may determine, in accordance with the provisions and limitations set forth in the Agreement. When issued, the Incentive Pool shall proportionately dilute all holders of Units with respect to distributions pursuant to Section 8.01(a)(iii).

II. Vesting upon the Acquisition of []

[Number representing 10% of total Units.] Common Units issued to [] on the Grant Date (collectively, the “Acquisition Units”) shall vest as of the date (the “Acquisition Date”) on which the acquisition by the LLC, or its Subsidiaries, of [] (the “Company”) is consummated on the terms set forth in the Purchase Agreement. As of the Acquisition Date, the Acquisition Units shall become Vested Common Units for all purposes under the Agreement and shall not be subject to forfeiture except as set forth in Section V.

III. Time-Based Vesting.

- A. Up to [Number representing 10% of total Units.] Common Units issued to [] on the Grant Date (collectively, the “Time Units”) shall vest, and become Vested Common Units for all purposes under the Agreement, pursuant to the following schedule, provided such Executive is employed by the LLC or one of its Subsidiaries on such date:
1. [] % of the Time Units shall vest on the first day of the first full month immediately following the Acquisition Date (the “Initial Vest Date”), and on the first day of each of the forty-seven (47) months immediately thereafter; and
 2. all of the Time Units shall be vested on the fourth (4th) anniversary of the Initial Vest Date.

- B. Upon a Sale Event in which the holders of Preferred Units receive cash or marketable securities, all the Time Units shall vest in full.

IV. Performance-Based Vesting.

- A. Up to [Number. representing 10% of total Units.] Common Units issued to _____ on the Grant Date (collectively, the “Performance Units”) shall vest based upon the achievement of the following internal rates of return (each, an “IRR”) by all of the holders of Preferred Units in respect of their Preferred Units, as determined by the Board in good faith based on amounts of cash or freely tradable securities actually received by or payable to the holders of Preferred Units, calculated on an aggregated basis on or before the earliest of (i) a Sale Event, (ii) a QPO and (iii) a Liquidation Event (each a “Trigger Event”):

Aggregate Preferred Unit IRR (%)	% of Performance Units Vested
Less than or equal to 15%	0%
Greater than 15% and less than or equal to 20%	25%
Greater than 20% and less than or equal to 25%	50%
Greater than 25% and less than or equal to 30%	75%
Greater than 30%	100%

For purposes of calculating an IRR hereunder, only 25% of the Tax Distributions made to the holders of Preferred Units in respect of their Preferred Units shall be treated as having been made to such holders.

- B. If as of the fifth anniversary of the Acquisition a Trigger Event has not occurred subject to the written approval of a Series A Majority Interest, the Investor Directors, in their sole discretion and subject to the provisions of the Agreement, may accelerate the vesting of any then unvested Performance Units.

V. Resignation and Removal.

If an Executive ceases to be employed by the LLC or any of its Subsidiaries:

- A. for Cause (as defined below), such Executive’s Unvested Common Units and Vested Common Units shall be cancelled and no longer deemed outstanding.

Such cancelled Common Units shall thereafter be available for reissuance, subject to the restrictions and limitations provided in the Agreement; or

- B. for any reason other than Cause, the LLC shall have the right to repurchase from such Executive all Vested Common Units owned by such Executive at fair market value, as determined by an independent party chosen by the Board in good faith, and all of Executive's Unvested Common Units shall be cancelled and no longer deemed outstanding. Such cancelled Unvested Common Units shall thereafter be available for reissuance, subject to the restrictions and limitations provided in the Agreement.

If (1) an Executive ceases to be employed by the LLC or any of its Subsidiaries as a result of the death or disability of such Executive, (2) a Trigger Event occurs within twelve months after such termination and (3) the IRR as of the Trigger Date would have resulted in the vesting of any Performance Shares had such Executive remained an employee of the LLC through the consummation of the Trigger Event, any Performance Shares that would have vested in connection with the Trigger Event shall be deemed Vested Common Shares held by such Executive for purposes of Article VIII as of such Trigger Event. In the event that any issued Common Units are cancelled, forfeited or repurchased by the LLC, any amounts which would have been payable with respect to any such Common Units, if such Common Units were not cancelled, forfeited or repurchased by the LLC, shall be paid to the Members holding Preferred Units in proportion to their respective number of Preferred Units

“Cause” shall mean a vote of the Board resolving that the grantee should be dismissed as a result of (i) the commission of any act by a grantee constituting financial dishonesty against the Company (which act would be chargeable as a crime under applicable law); or (ii) a grantee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, moral turpitude, illegality or harassment which, as determined in good faith by the Board, would: (A) materially adversely affect the business or the reputation of the Company with its current or prospective customers, suppliers, lenders and/or other third parties with whom it does or might do business; or (B) expose the Company to a civil or criminal legal damages, liabilities or penalties. In the event that (x) the Executive's employment with the LLC terminates for any reason other than for Cause (including, without limitation, whether by death, resignation or termination without Cause) and (y) any of the facts and circumstances described in (i) and (ii) above existed as of the date of the Executive's termination (whether or not known by the Board as of the termination or discovered after any such termination), by a vote of the Board, the Company may deem the termination of the Executive's employment to have been for Cause and, for all purposes of this Agreement, the termination shall be treated as a termination by the LLC for Cause and the LLC and the Executive shall have the corresponding rights or obligations associated with a termination for Cause.