

Fee Agreement

Advisor	<u>Acquisition Candidate</u>	
Name	Company (or ID)	
Company	Contact	
Address	Address	
City / State / Zip	City / State / Zip	
Phone	Business Description	

This executed agreement will confirm the fee understanding between the above named advisor ("Advisor") and Bel Air Growth Partners, LLC ("Bel Air") in connection with the submission of the above named acquisition candidate ("Candidate") to Bel Air.

If, within two (2) years of the date of this agreement, Bel Air purchases the stock or assets (a "Transaction") of the Candidate, Bel Air shall pay or cause to be paid to the Advisor a fee ("Fee") as follows:

- 1. **PURCHASE PRICE**. The Fee shall apply to all cash or other consideration ("Purchase Price") received by Candidate owners from Bel Air for the Transaction.
- 2. **FEE**. Advisor shall be paid the standard Lehman formula fee for introducing and assisting in evaluation and negotiation of the Transaction. Payment shall be made concurrent with cash payment(s) to owners based on 5% of the first \$1 million of Purchase Price, plus 4% of the second \$1 million, plus 3% of the third \$1 million, plus 2% of the fourth \$1 million, plus 1% of the remaining Purchase Price over \$4 million. For example, a Lehman fee on a \$10 million Purchase Price would amount to \$200,000.
- 3. **PERFORMANCE**. Advisor shall provide sufficient evidence of Candidate's commitment and intent to undertake a material ownership or capital structure change. Moreover, as Bel Air deems necessary, Advisor shall: (a) furnish financial statements, company literature, and/or a memorandum or other information with respect to Candidate; (b) facilitate a meeting between Bel Air and Candidate; and (c) negotiate exclusively on behalf of Bel Air.

Milwaukee

- 4. **LIMITATIONS**. Fee shall be made only in the event: (a) Advisor does not receive Transaction compensation from the Candidate or owners; (b) Bel Air has not previously been introduced or would not otherwise be introduced to Candidate in the normal course of business (such notice shall be given promptly to Advisor upon introduction of a potential acquisition candidate); and (c) Candidate has not otherwise engaged, or does not subsequent to the date of this agreement engage, an advisor to undertake a comparable transaction (a referral fee may be available in such a case, as discussed with Bel Air).
- 5. **VENUE**. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws, principals or rules.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning a copy to Bel Air. This agreement shall become valid only upon execution by both parties listed below.

Advisor		Bel Air Growth Partners, LLC	
Ву	Date	Ву	Date
Name		Name	
Title		 Title	