



Majority Investment - Fee Agreement

Investment Advisor

Investment Opportunity

Name

Name

Company

Company

Address

Address

City, State Zip

City, State Zip

Telephone

Facsimile

Business Description

This fee agreement (“Agreement”) will acknowledge that the above named investment advisor (“Advisor”) has brought the above named investment opportunity (“Company”) to the attention of Pine Tree Equity III, LP (“Pine Tree Equity”). As consideration for the introduction, Pine Tree Equity agrees that in the event a Transaction shall be consummated within two (2) years from the date of execution, Pine Tree Equity shall cause the Purchaser to pay the Advisor a cash fee (“Transaction Fee”) determined as follows:

- 5% of the Aggregate Consideration between \$0 and \$1,000,000;
- 4% of the Aggregate Consideration between \$1,000,001 and \$2,000,000;
- 3% of the Aggregate Consideration between \$2,000,001 and \$3,000,000;
- 2% of the Aggregate Consideration between \$3,000,001 and \$4,000,000; and
- 1% of any Aggregate Consideration above \$4,000,000.

The Transaction Fee shall be payable (subject to the exception contained in the last sentence of the definition of “Aggregate Consideration” set forth below) (i) concurrently with the closing of a Transaction, (ii) if the Advisor does not receive a Transaction Fee from the seller(s) of the Company or the Company and (iii) if Pine Tree Equity has not been previously introduced to the Company.

For purposes of this Agreement, the term "Transaction" means that one or more affiliates of Pine Tree Equity III, LP (collectively, the "Purchaser") shall (i) enter into any 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, or (ii) otherwise acquire all or substantially all of the assets or operations of the Target.



For purposes of this Agreement, the term “Aggregate Consideration” is defined as the fair market value of 100.0% of the Company, calculated with reference to, if applicable, the total purchase price payable (whether due at closing or, subject to the provisions of the last sentence of this paragraph, deferred) to the seller(s) of the Company or to the Company in connection with a Transaction inclusive of cash or other property (whether transferred or retained by such seller(s)), the principal amount of any notes (including seller subordinated notes) or securities (including preferred stock) issued, agreements not to compete and similar agreements, and the aggregate amount of value of any indebtedness for borrowed money assumed. If an earn-out payment is part of the Aggregate Consideration, then Transaction Fee associated with the earn-out consideration shall be paid at the same time as the Seller receives the earn-out payment.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a duplicate of this Agreement to Pine Tree Equity.

Accepted and Agreed to by:

Investment Advisor

Pine Tree Equity III, LP

By: _____
Name Date

By: _____
Name Date