



## Fee Agreement

### Advisor

### Acquisition Candidate

_____ 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**  
826 N Plankinton, Suite 500  
Milwaukee, WI 53203  
414.225.0228

