

Triton Pacific Capital Partners, LLC Fee Agreement & Acquisition Candidate Registration

Acquisition Advisor/Finder	Acquisition Candidate
Company	Company
Officer	Officer
Address	Address
City/State/Zip	City/State/Zip
Phone Number	Business Description
Fax Number	

Triton Pacific Capital Partners, LLC (“TPCP”) understands that the above listed Acquisition Advisor/Finder (“Advisor”) will act as financial advisor on a non-exclusive basis to TPCP in connection with the potential acquisition of the above listed Acquisition Candidate (“Acquisition Candidate”).

Advisor will request that the Acquisition Candidate furnish TPCP with such information as TPCP believes appropriate to its assignment (all such information so furnished being the “Information”). The Advisor makes and will make no representation that the Information provided by the Acquisition Candidate will be materially complete and correct and will not contain any untrue statements of a fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. TPCP recognizes and confirms that the Advisor (i) will be using and relying primarily on the Information and information available from generally recognized public sources in performing the services contemplated hereunder without having independently verified the same, (ii) does not assume responsibility for the accuracy or completeness of the Information and (iii) does not make an appraisal of any of the assets of the Acquisition Candidate.

If within 12 months of this date, (i) any acquisition of or a combination with the Acquisition Candidate is consummated or (ii) TPCP enters into a definitive agreement to such effect (which subsequently results in an acquisition or combination) with an Acquisition Candidate and TPCP has not previously received information on Acquisition Candidate, TPCP agrees to pay a “Lehman Formula” transaction fee in cash at closing equal to 5% of the first million dollars of the Transaction Value (as defined below), 4% of the second million, 3% of the third million, 2% of the fourth million then 1% thereafter. In no event will transaction fee be less than \$100,000.

The “Transaction Value” shall be defined as the sum of Triton Pacific’s pro-rata share of (i) cash; (ii) the aggregate fair market value (as of the closing date) of all promissory notes and other economic benefit (including, but not limited to, non-competition agreements and lease payments and employment/consulting/bonus contracts in excess of standard market compensation) paid or payable by Triton Pacific in connection with an acquisition; (iii) any liabilities for borrowed money, capital leases, long-term liabilities and preferred stock of the Company assumed in connection with an acquisition or combination; and (iv) any contingent payment or earn-outs. Contingent payments and earn-outs will be considered part of the Transaction Value, but transaction fees associated with contingent payments will only be paid upon receipt of such payment by Acquisition Candidate if and when established conditions are met.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning to me the acknowledgement copy of this letter.

Accepted and Agreed as of this date:

On behalf of Triton Pacific Capital Partners, LLC

 Company (Advisor)

 Officer

 Date

 Officer

 Date