

Transaction 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 Seaside Equity Partners LLC ("Seaside"). As consideration for the introduction, Seaside agrees that in the event a Transaction shall be consummated within twelve (12) months from the date of execution, Seaside 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 Seaside has not been previously introduced to the Company. No fee will be due or payable to the extent Seaside or any of its affiliates has previously been introduced to the Company and informs Advisor of such introduction within seven (7) days of Purchaser signing this Agreement.

For purposes of this Agreement, the term "Transaction" means that one or more affiliates of Seaside Equity Partners LLC (collectively, the "Purchaser") shall (i) enter into any merger, consolidation, reorganization, recapitalization, business combination or other transaction pursuant to which the Company 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 Company.

For purposes of this Agreement, the term “Aggregate Consideration” is defined as everything of value received by or paid to the Company and/or its shareholders (“Seller”) for a portion or all of the Company, (whether due at closing or, subject to the provisions of the last sentence of this paragraph, deferred) in connection with a Transaction inclusive of cash or other property (whether transferred or retained by such Seller), the principal amount of any notes (including seller subordinated notes) or securities (including preferred stock) issued, and the aggregate amount of value of any indebtedness for borrowed money assumed. Additionally, Aggregate Consideration will include compensation paid to the Seller for agreements not to compete, employment agreements, real estate leases and consulting or other similar agreements solely to the extent that such consideration is in excess of commercially reasonable amounts for such agreements or arrangements for businesses similar to Company and for transactions of similar size to the Transaction. If an earn-out payment is part of the Aggregate Consideration, then Transaction Fee associated with the earnout consideration shall be paid at the same time as the Seller receives the earn-out payment. For avoidance of doubt, Aggregate Consideration will not include the working capital left in the business or any adjustments to working capital.

Advisor acknowledges and agrees Purchaser will be responsible only for the payment outlined above to Advisor with respect to said Transaction. To the extent any other /Party with whom Advisor is associated makes any claim for a buy-side broker’s or finder’s fee related to the Transaction or Company, Advisor will be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

This Agreement shall automatically terminate and be of no further force and effect one (1) year from the date hereof. Each Purchaser or Advisor may terminate this Agreement upon ten (10) days notice to the other. To the extent Purchaser terminates this Agreement prior to the one-year anniversary hereof and a Transaction is consummated by Purchaser with Company prior to the one-year anniversary of the introduction to the Company, Advisor will be entitled to receive the Transaction Fee as set forth herein.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without giving effect to any choice of law principles that would require the application of the laws of a different state. Any claim or controversy arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located within the State of California and in no other jurisdiction. Advisor acknowledges and agrees Purchaser does not have any obligation to pursue a Transaction, and that no obligation to pay a Transaction Fee until definitive documentation is entered into by Purchaser and Company and thereafter consummated within the time period specified in this Agreement. To the extent a Transaction is consummated, Advisor acknowledges Purchaser will be obligated to pay the Transaction Fee pursuant hereto, and Advisor will not seek compensation from any shareholder of Purchaser or from their affiliates (other than Purchaser), including without limitation Seaside, any Seaside fund or any of its officers, directors or employees. Furthermore, Advisor agrees to act on behalf of Purchaser, as its agent, and that Advisor will not take or seek to take compensation from Company or its shareholders. Nothing in this Agreement shall in any way be construed to create an employer/employee, partnership, joint venture, or principal/agent relationship between Seaside and Advisor or between Seaside, Advisor, and any Company. Both Advisor and Purchaser represent and warrant that the terms and conditions of this Agreement do not, and will not, conflict with or violate any term and conditions of any other agreement or commitment to which it is bound (including any agreements relating to employment). The parties agree an electronic copy of their signature shall be deemed an original and this Agreement may be executed in one or more



counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Accepted and Agreed to by:

Investment Advisor

Seaside Equity Partners LLC

Signature

Signature

Name

Name

Date

Date