

## STANDARD BUYER'S FEE AGREEMENT

This Standard Buyer's Fee Agreement ("Agreement") is entered into on this date between [Broker Name]\_\_\_\_\_ ("Broker") and Blackstreet Capital Management, LLC. ("Buyer") WHEREAS, Buyer desires to purchase the company or companies ("Company") referenced herewith as:

\_\_\_\_\_ [COMPANY NAME OR TYPE OF COMPANY] \_\_\_\_\_

Whether a sole proprietorship, corporation, partnership, or other entity, via the purchase of assets, stock or other indicia of ownership WHEREAS, Broker and Buyer enter into this Agreement for good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged and hereby agree as follows:

1. Buyer hereby engages Broker as Buyer's intermediary in the acquisition of above-mentioned business under the terms and conditions as hereinafter set forth. Broker is authorized, if applicable, to cooperate with other Brokers ("Cooperating Brokers") and to divide any fee earned hereunder with Cooperating Brokers. The primary term of this Agreement is for a period of \_\_\_\_\_ months from the date of this Agreement.

2. For service rendered by Broker under this Agreement, Buyer agrees to pay Broker in the County of Broker's residence a professional service fee of:

- (a) 5% of the first million dollars of purchase consideration
- (b) 4% of the second million dollars of purchase consideration
- (c) 3% of the third million dollars of purchase consideration
- (d) 2% of the fourth million dollars of purchase consideration
- (e) 1% of each million dollars above four million dollars of purchase consideration of the Gross Purchase Price.
- (f) In the event the purchase price is <\$0.5mm, the fee shall be \$50k.

3. The commission described in the immediately preceding numbered paragraph shall be earned and payable to Broker, in cash upon the occurrence of any of the following events:

a. The Purchase of the above named Business during the existence of this Agreement at any time within two years of the date here of.

4. The term "Purchase" as used herein, is defined as any transfer, conveyance, merger, consolidation, exchange, creation of partnership, indenture or other acquisition of a Business, including without limitation the purchase, taking for consignment, assignment, lease, or transfer of a Business, its capital stock, assets, or any portion thereof, to or for the benefit of Buyer or for Buyer's benefit, whether directly or indirectly. It also shall include the employment of the Buyer by a seller introduced to Buyer by Broker, Broker's agents or any Cooperating Broker.

Buyer's initials \_\_\_\_\_

5. The term "Purchase Price" shall mean any and all amounts of money or other consideration paid or conveyed to a seller, or for a seller's benefit, or paid or conveyed by the Buyer in connection with the Purchase of assets or capital stock of a Business, plus all liabilities and/or obligations assumed by the Buyer. Purchase Price shall include, without limitation, cash, stock, bonds, indentures, debentures, promissory notes, negotiable instruments, real or personal property, loans, partnership agreements, or any combination of the above or any other consideration or things of value. In addition, Purchase Price shall specifically include any and all payments made on future sales or profits and all other items of a contingent nature. The Purchase Price shall exclude Letter or Lines of Credit. A portion of the Purchase Price that is dependent upon such contingent payments shall be negotiated in good faith by parties hereto and shall be based on reasonable expectations of payments to be paid by the Buyer to a seller.

6. In no event, shall Broker be required to participate in any evaluation of a Business, including without limitation, any accounting, inventory, appraisal, audit, verification or other similar evaluation either for Buyer or for a seller and Buyer hereby expressly releases and discharges Broker from any responsibility or liability in connection with any such evaluation. Buyer hereby accepts sole and final responsibility for the evaluation or valuation of a prospective Business to be purchased. Further, Buyer hereby releases and discharges Broker from any responsibility or liability in connection with the financial information given to the Buyer by the seller through the Broker, or the integrity or other actions of any seller of a Business.

7. Buyer hereby indemnifies and holds Broker and Broker's agents, employees, officers, directors, shareholders, Cooperating Brokers and affiliates harmless against any and all losses, claims, damages, expenses or liabilities whatsoever, joint or several, which may arise out of or in connection with the performance of a Broker in connection with this Agreement. This indemnification and hold harmless agreement of Buyer shall not apply to any intentionally wrongful acts of Broker or the gross negligence of Broker, its agents, employees, officers, directors, shareholders, Cooperating Brokers or affiliates. Further, the indemnity shall be cumulative and shall be in addition to any other liabilities which may be imposed on the Buyer.

8. The performance and construction of this Agreement shall be in Montgomery County, Maryland and shall be governed by the laws of the State Maryland. Venue for any action concerning this Agreement shall be Montgomery County, Maryland. The Parties agree that this agreement shall be binding on all parties to this Agreement, their heirs, executors, successors, administrators, representatives or assigns.

9. If any term, provision or condition of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

Buyer's initials \_\_\_\_\_

10. Buyer agrees not to enter into any contract with Seller that does not mention Broker by name and make provision for commission to be paid Broker, and Buyer agrees to provide Broker copies of the following documents; letter of intent, purchase offer agreements, term sheets, and the closing documents, and to notify Broker in writing of the closing date, time and place at least two (2) days prior to the actual date of closing, and to guarantee performance of this Agreement.

11. The parties agree that any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportions as the arbitrator(s) shall decide. The arbitrator's sole authority shall be to interpret and/or apply the provisions of this Agreement; the arbitrator shall have no authority to change or modify any provision of this Agreement.

12. This Agreement sets forth the entire Agreement and understanding between the parties and can not be modified, amended, supplemented or rescinded except In writing and executed by the parties hereto.

13. The term of this agreement shall be two (2) years.

14. Notwithstanding anything herein, no fee(s) shall be due Broker unless a Purchase occurs within the term of this agreement.

[COMPANY NAME TO BE PURCHASED]

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

ACCEPTED BY BUYER:

ACCEPTED BY BROKER:

\_\_\_\_\_  
[Name] Date

\_\_\_\_\_  
[Name] Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_