

## **Meadowbrook Lane Capital, LLC AFFILIATE AGREEMENT**

Meadowbrook Lane Capital LLC (“MBLC”) invites talented investment bankers to collaborate as Affiliates on a Transaction by Transaction basis. Affiliates will uncover Investment Banking, Merger & Acquisition and Succession Opportunities from Mission Driven, Local and/or Socially Responsible/Sustainable Companies.

Upon completion of a Transaction MBLC will reward Affiliates with a significant portion of the success fee. (A Transaction is further defined in Schedule A attached.)

The Affiliate will personally/professionally know the principal/owner (“Prospect”) of the company referred and have a relationship with them that is at least one year old.

The Affiliate will ensure all necessary screening/evaluative materials required by MBLC are complete. This includes but is not limited to:

- MBLC Survey
- Business Plan
- Financials
- Marketing Materials

The Affiliate will attend the first meeting with MBLC and the Prospect at their own expense. For subsequent meetings before the execution of an Engagement Agreement, MBLC will pay ½ of the pre-agreed expenses. Upon execution of an Engagement Agreement MBLC will pay all expenses associated with the contemplated Transaction.

The Affiliate will encourage and then close the Prospect on becoming an MBLC Client by executing an MBLC Engagement Agreement. The Engagement Agreement will outline the Consulting/Retainer Fees and Success Fees. In the event it is mutually agreed that this will be the extent of the Affiliate’s contribution, the Affiliate will be considered a “Finder” and will be entitled to 10% of the Consulting/Retainer Fees and Success Fees.

Following the execution of the Engagement Agreement and by mutual consent, the Affiliate does NOT take the lead in the Transaction but continues to manage the relationship, the Affiliate will be considered a “Relationship Manager” and will be entitled to 25% of the Success Fee at closing.

In the event the Affiliate performs the consulting services contemplated in the Engagement Agreement, the Affiliate is considered a “Consultant” and will be entitled to 50% of the Retainer/Consulting Fees and 25% of the Success Fees.

In the event the Affiliate acts as the Lead in performing the consulting services contemplated in the Engagement Agreement and the Affiliate effectuates a Transaction the Affiliate is considered the “Lead Investment Banker” and is entitled to 52.5% of the Success Fee. It is further agreed that 47.5% is to be paid to the Affiliate directly and 5% will be paid directly by the Client to a 501(c)(3) which the Affiliate has preselected.

For its part, MBLC will assume all liabilities and will indemnify the Affiliate.

MBLC will assess pre-qualified prospects following receipt of the appropriate documents. After determining whether the prospect meets MBLC's business and sustainability criteria these results will be presented to the Board of Directors and/or MBLC's Manager for consideration and approval.

MBLC will perform follow-up due diligence including site visit and on-site audit (assessment). Additionally, MBLC will render all clerical, legal and accounting support required for the Transaction as well as assume the associated overhead costs.

At any time, MBLC may remove the Affiliate from the lead position in the contemplated Transaction. In the event the Affiliate continues to work on the Transaction under the supervision of an MBLC Investment banker, MBLC will honor the Affiliate's arrangement as the Lead Investment Banker and will be entitled to all appropriate fees associated with that description. In the event the Affiliate is totally removed from activities associated with the Transaction, the Affiliate will be entitled to all appropriate fees associated with a Relationship Manager.

Affiliate agrees to permit MBLC to post Affiliate's name, biography and photo on MBLC's website and in MBLC's marketing materials under the heading "Affiliates". Affiliate will provide MBLC with a digital or print photograph and a short biography upon submitting this Agreement. MBLC will seek Affiliates approval for any changes, edits or revisions of the Affiliates biography.

The engagement agreement will originate from MBLC to the Client (see sample engagement agreement and indemnification agreement). Meadowbrook Lane and Affiliate will indemnify one another.

Meadowbrook Lane and Affiliate will execute an Agreement of Association (Exhibit A) on a transaction by transaction basis.

This Agreement may be terminated by either party at anytime if evidenced in writing. Affiliate will be paid their appropriate share of any Success Fee paid to MBLC for up to one year after termination of this Agreement.

Any disputes arising out of this Agreement between MBLC and Affiliate will be resolved in the COMMONWEALTH OF MASSACHUSETTS.

WITNESS WHEREOF, the Affiliate and the MBLC have executed this Affiliate

Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Signature of Affiliate

\_\_\_\_\_  
witness

\_\_\_\_\_  
print Affiliate name

\_\_\_\_\_  
print name

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

Soc. Sec. No.: \_\_\_\_\_

Affiliate Agreement Accepted:  
**Meadowbrook Lane Capital, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
witness

\_\_\_\_\_  
print name

\_\_\_\_\_  
print name