Referral Associate Fee Agreement

This letter agreement (this "Agreement") sets forth the terms and conditions of the agreement between _____ ("Referral Associate") and Crossroads Business Advisors, LLC (the "Company") regarding Referral Associate's performance of Services (as defined below) and Company's payment of Fees (as defined below) to Referral Associate for such Services. Accordingly, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Referral Associate and Company hereby agree as follows:

1. <u>Term</u>. This Agreement shall have a term of one (1) year (the "Term") commencing on the date first written above, however, either party may terminate this Agreement at any time upon ten (10) days prior written notice thereof to the other party. In the event neither party has issued the ten-day written notice to terminate by the end of the initial Term, this Agreement shall be automatically extended for successive one-year Terms on the date that any previous Term expires. Notwithstanding the foregoing, Referral Associate shall be entitled to receive compensation for any transaction completed by the Company during the one-year period following any termination of this Agreement on all transactions completed by Company on any Third-Party transaction which was the direct result of a referral by the Referral Associate.

2. <u>Services</u>. During the Term, Referral Associate shall use good faith efforts to find and introduce to the Company third parties (each, a "Third Party") who may be interested in entering into a transaction or transactions with the Company. In performing such services (the "Services"), Referral Associate shall adhere to the reasonable policies and procedures of the Company.

3. <u>Compensation</u>. If Referral Associate refers a Person as a Seller or Buyer, and Company finalizes a transaction in which the Person acts as a Seller or Buyer with a third party, and if Company collects a fee for having assisted in the selling or buyer procurement of the transaction, then Referral Associate shall be entitled to and shall receive **10%** of the gross success fee earned by the Company.

4. <u>Confidentiality, Non-Disclosure and Non- Circumvention</u>. Referral Associate agrees not to disclose any confidential information that may be disclosed to Referral Associate as a result of contact with any Third Party or the Company. The Company agrees not to make any attempt to circumvent the Referral Associate with any Third Party introduced by the Referral Associate to avoid payment of commissions.

5. <u>General</u>. This Agreement contains the entire agreement between the parties concerning the subject matter hereof. This Agreement may only be amended in writing signed by the parties. No waiver shall be deemed to have occurred under this Agreement unless set forth in a writing executed by the waiving party. This Agreement may not be assigned without the written consent of the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors and permitted assigns. The Company agrees that it shall conduct its business through the Company and shall not form or use any other corporation, firm, organization or entity for the purpose of hindering, delaying or otherwise interfering with the payment of Fees to Referral Associate. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereby consent to the exclusive jurisdiction of the federal and state courts situated in Texas, for the resolution of any claim or controversy hereunder.

Please confirm that the foregoing correctly sets forth our Agreement by signing where indicated below and returning this Agreement to the undersigned.

Thank you,

Randy Fletcher
Sandy Fletcher
Founding Partners

Signature _____

ACCEPTED AND AGREED:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

_____

Email: _____

Cell Phone: _____

We will provide a W9 tax form upon completion of the transaction closing.