

## **Exhibit 14: Example of River Guide Contract**

### **Advisory Agreement**

Search Fund, LLC, "Search Fund" seeks introductions to owners of fire suppression companies in the United States for the purpose of acquiring such companies. The purpose of this agreement is to outline the terms and conditions of an advisory agreement between Bob Executive, "Executive", and Search Fund under which Search Fund would pay Executive an advisory fee for making such introductions.

The initial term of this agreement shall be two years commencing September \_\_\_\_, 2002, and can be renewed for an additional year by written agreement of both parties.

#### **1. Target Companies**

Search Fund and Executive shall collaborate to identify companies in the fire suppression industry whose owners are personally known to Executive or are familiar with Executive pursuant to his involvement as director and past president of NAFED and which have not been previously contacted by Search Fund. If both parties agree that Executive should contact the company, the company shall become a Target Company for purposes of this agreement.

#### **2. Exploratory Meetings**

Executive will contact the owner of the Target Company by phone and suggest that the owner have an Exploratory Meeting with Search Fund. Executive is under no further obligation to perform services with respect to the Target Company other than to notify Search Fund of the date and substance of the initial contact discussions.

If Search Fund holds an Exploratory Meeting within six months of Executive's initial contact, and if Search Fund subsequently acquires the Target Company within two years of Executive's initial contact, Search Fund shall pay Executive the Advisory Fee as described below.

Search Fund further agrees that it shall make a good faith effort to hold an Exploratory Meeting with the Target Company within six months of Executive's initial contact. If no Exploratory Meeting can be held during this period, after Search Fund's good faith effort to hold such meeting, and Search Fund later meets with the Target Company and acquires same, Search Fund shall have no obligation to pay the Advisory Fee hereunder. Search Fund shall advise Executive of all Exploratory Meetings.

#### **3. Advisory fee**

The Advisory Fee shall be equal to 1% of the first \$5 million and 0.25% of the next \$60 million of purchase price of the stock or assets of the Target Company purchased by Search Fund. Accordingly, the maximum Advisory Fee for the acquisition of any single Target Company shall be \$200,000.

The Advisory Fee shall be paid in full upon the closing of the purchase of the Target Company if more than 39.9% of the total consideration is in the form of a deferred payment over four or more years; otherwise, the Advisory Fee shall be paid in three annual installments of 50% at closing, 30% on the first anniversary of closing, and 20% on the second anniversary of closing.

If the total consideration is revised or otherwise adjusted after closing in accordance with the terms and conditions of the applicable closing documents, the Advisory Fee shall be adjusted accordingly.

In the event that owners are represented by brokers, investment bankers or other intermediaries, the Advisory Fee shall be reduced by one-half to reflect the reduced value of Executive's introduction and to preclude the sum of buyer and seller fees from becoming frictional barriers to closing an acquisition. In any event, all brokers who are party to the transaction will be named in the purchase agreement.

Search Fund's obligations to pay the Advisory Fee shall survive the term of this agreement.

#### 4. Confidentiality

Executive shall not disclose to any third party the list of Target Companies or the fact that Search Fund is holding or has held discussions with Target Companies for a period of five years, unless compelled to do so by a controlling legal authority. Executive and Search Fund acknowledge that the names of the Target Companies are public information and that it is their classification as targets of Search Fund that is covered by this paragraph.

#### 5. Exclusivity

Executive agrees to provide Advisory Services contemplated herein exclusively for Search Fund during the term of this agreement.

#### 6. Other

Disputes arising from the interpretation of this agreement shall be subject to arbitration according to the rules of the American Arbitration Association in accordance with the laws of the Commonwealth of Massachusetts. Headings are for convenience. This written document constitutes the entire agreement between the parties and may be modified only with the signed, written consent of both parties. Notices hereunder shall be delivered to Executive at Bob Executive, 1234 Main Street, Anywhere, USA; and to Search Fund at 1234 First Street, Everywhere, USA, Attention of Joe GSB Grad; except that email shall be deemed sufficient notice for purposes sections (1) and (2).

*For Search Fund, LLC:*

Agreed: \_\_\_\_\_

Joe GSB Grad, President

Date: \_\_\_\_\_

*For Executive:*

Agreed: \_\_\_\_\_

Bob Executive

Date: \_\_\_\_\_