4 August 2020

Rob Payne, General Manager

RAMI

14500 168th Ave
Grand Haven, MI 49417

Rob,

AviaGlobal Group, LLC is pleased to support the continued development of RAMI business interest in the greater European area of influence and beyond. We are confident that our background, network and ability to travel throughout the region provides unique leverage, assisting RAMI and RAMI personnel in discovering and maximizing opportunities for business expansion by establishing a footprint in Europe.

We propose to terminate the current more narrowly scoped agreement, that contains the finder’s fee, and shift to a retainer basis, with a broader scope, enabling AGG to develop and address more RAMI opportunities in addition to providing critical support for the BEF opportunity.

The attached proposal highlights key areas of emphasis that our proposed retainer relationship will address on behalf of and in close coordination with RAMI. Through this flexible engagement, an enabled AGG will be, as RAMI business expands and new opportunities are discovered, well positioned to assist, measurably enhance RAMI business interests.

The Becker France activity, and the continued coordination with RAMI, Becker, the network of contacts, remains our highest priority and this proposed retainer relationship enhances RAMI and AGG’s flexibility in maintaining a well-balanced effort pursuing this acquisition and other opportunities to establish a commercial presence in the European economic sphere of influence.

Thanks for letting us be a part of RAMI’s business.

Very best regards

Lee Carlson

*Co-Founder & Managing Partner*

*AviaGlobal Group, LLC*

Retainer/Consulting Agreement

AviaGlobal Group, LLC (AGG) is confident that our unique knowledge, physical presence and network of aerospace contacts can provide valuable business development and market insight to further enhance RAMI presence in the European marketplace. As such, we are proposing to replace the current RAMI / AGG agreements with a more efficient and flexible retainer-based proposal.

AGG proposes three general areas of assistance to RAMI. AGG expects that these pursuits as parallel activities and are incorporated in an overall retainer relationship. AGG proposes an initial AGG engagement for twelve consecutive months for a retainer of $20,000 per month generally including the following activities, previously discussed or underway, and other as-directed activities for RAMI as may be agreed.

1. **Business development on behalf of RAMI**

AGG proposes providing business development services, coordination and augmentation by addressing areas of RAMI activity as may be mutually agreed, with the primary aim of increasing RAMI’s personnel, business and overall commercial presence in the general European economic area and other regions as may be needed and appropriate.

Specifically, we will focus chase and capture efforts on OEMs, MROs and end-users, as well as providing, as needed, insight and support to RAMI for their more general business efforts. Also, we can be tasked by RAMI to work special projects, where RAMI believes AGG can add value to the efforts.

Importantly, given AGGs presence in Europe, and in this time of restricted USA-based travel and reduced budgets, we can efficiently travel throughout the general region to represent RAMI interests.

The immediate priority is to launch business development efforts in Europe, as soon as possible. Some examples of proposed AGG/ RAMI efforts include:

* 1. Tier 1 Aerospace - Thales, BAe, Airbus, Leonardo, etc. - Civil & Military
		1. Helicopter and fixed wing advocacy for RAMI
		2. New program and resourcing of products with RAMI products
	2. Focus on other potential customers in Europe
		1. Pilatus & other 2nd + tier fixed wing aircraft OEMs
		2. Kopter & other 2nd + tier rotorcraft OEMs
		3. Axnes & Other Avionics OEMs
		4. TQ, Becker & other 2nd + tier avionics OEMs

We assume that RAMI will continue to manage their dealer/ distributor network, which we have considered outside the scope of AGG services offered in this proposal. However, we will be pleased to enter into engagement discussions with RAMI, if RAMI considers AGG can help in this area.

1. **Pursuit of Becker France**

AGG has provided continued financial, business and meeting support to RAMI in pursuit of the Becker France (BEF) acquisition opportunity. Continuing and expanding this activity, AGG proposes to continue with detailed, in situ, support of RAMI’s BEF acquisition pursuit with the following example activities:

* 1. Provide insight, intelligence, guidance as needed to help clarify, better understand and recommend the best approach for executing a formal purchase offer, plan to the current BEF ownership
	2. Provide on-site meeting and representation at Becker Germany, BEF or other locations as needed.
	3. Active and continuous dialogue and engagement with BEF ownership, on behalf of RAMI, regarding future opportunities to acquire BEF in the event multiple offer iterations are required.
1. **Development of European commercial presence – “RAMI Swiss Strategy”**

AGG understands and is able to support RAMI’s need to establish a commercial presence to support current and potential in-region manufacturing and commercial offset requirements. As a parallel activity to the pursuit of BEF, AGG proposes supporting RAMI in this activity:

* 1. Generally, assist and advise RAMI regarding potential acquisition partnering, or other type of European manufacturing presence, whether BEF or another entity
	2. Research and provide potential targets, methodologies for establishing European area presence
	3. As needed, regional on-site visits for, evaluations and reports to RAMI regarding potential facilities
	4. Organize meetings, provide on-site representation on behalf of RAMI before, during and after regarding the establishing of a RAMI presence in Europe
	5. Assist RAMI in securing, coordinating legal and financial representation as needed

Terms:

1. Initial engagement is for 12 consecutive months, from execution and renewable by mutual agreement prior to end of engagement. In the event that either AGG or RAMI wishes to terminate this Agreement prior to the completion of the Services by means of non-renewal, that party will be required to provide 60 days' prior to the end of the Term, written notice to the other party.
2. Weekly activity report, form and frequency as needed
3. Final agreement includes T & Cs same as our current agreement; Rate for Services: $20,000 per month
4. Payment terms are Net 10, invoiced the first business day of each month for the previous month’s services, payment via ACH preferred
5. Pre-authorized expenses outside of the retainer to be paid IAW AGG 2020 Rate Sheet, Net 10

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

## Client: R.A. Miller Industries, Inc.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

## Consultant: AviaGlobal Group LLC

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**2020 Rate Sheet**

**Fees: (based on principle location of services)**

*Rates presented for consulting services are shown for short term (less than one year) duration. AviaGlobal Group will be pleased to provide a custom quotation for long-term customer engagements*

**Consultation Services: (exclusive of expenses) Project-based:**

AviaGlobal Group will provide custom quotations based on a mutually agreed Statement of Work (SOW)

**Consultation Services: (exclusive of expenses) time and material:**

**North America and Europe**

Hourly: $125 / hour / principal

Off-Site Daily: $1,000 / day / principal

Convention Booth: $1,000 / day / principal

Monthly: $20,000 / month / principal

**Retainer: (exclusive of expenses)**

Hourly: $120 / hour / principal (8 hour / month, 3 months minimum)

**ROW:**

Custom quotation in USD

**Expenses:**

**Third-party Services:** Quoted separately and preapproved

**Travel (AviaGlobal Group LLC will arrange and bill or Client pre-pay and arrange):**

*AviaGlobal Group will make Reasonable efforts to secure competitive air fare, lodging, ground transportation and incidentals and will provide estimates for preapproval:*

Domestic air travel: Actuals (“Coach+, Economy Plus, Premium Economy” seating)

International air travel: Actuals (Business class > 8 hrs total flight time)

Rental Car: Actuals, Intermediate

Tolls & Parking: Actuals

Ground transportation: Actuals – Uber, taxi, train, bus, boat, ferry;
Personal vehicle: $.75 / mile

Lodging: Actuals

**Meals, Entertainment and Incidentals:**

Meals & Incidentals: Actuals or as applicable, GSA Rates

Entertainment: Actuals, preapproved by client

**Incidentals:**

Conference & Convention fees: Actuals (or client pre-pay and arrange)

Membership & subscriptions: Actuals (or client pre-pay and arrange)

Unique software: Client to extend license, access or actual costs

Printing: FedEx Office rates

Shipping: Actuals (in and out)

**Travel Only Days:**

Domestic: $500/ day 48 States, $700 day/ Alaska & Hawaii
$500/ day intra-Europe

International: $800/ day international for each cumulative 24 hours between departure site and final arrival site.

**Terms:** Net 10, United States Dollars, wire transfer, ACH or credit card, free of fees or bill-back transaction feesEx Works Supplier Facility AviaGlobal Group LLC, Phoenix, AZ

**Details:**

EIN: 83-3660810

DUNS: 117014653

CAGE:

**Payment:**

ACH (preferred) Account Number 375020979998, Routing Number 072000805

Payment by Check in USD Payable to AviaGlobal Group, LLC

Mailing Address: 33210 North 12th Street
Phoenix, AZ USA 85085
623-434-1750

Domestic USA Wire in USD: Pay to the order of Bank of America, NA – AviaGlobal Group, LLC
Account - 375020979998 - Routing Number 026009593
Bank of America, NA - 222 Broadway - New York, NY 10038