



RE: Introduction and Standard Fee Agreement

Dear _____:

This letter (“Agreement”) acknowledges that you (“Consultant”) have brought _____, a _____ that is owned by _____ and headquartered in _____ (“Target”) to the attention of Long Point Capital, Inc. (“LPC”) as a potential acquisition candidate for Long Point Capital Fund III, L.P. (through one or more affiliated entities) (such affiliated entity(ies), the “Purchaser”). Consultant and Purchaser are each a “Party” and collectively the “Parties”. No Transaction Fee, as defined below, will be due or payable to the extent LPC or any of its affiliates (including Purchaser) has previously been introduced to Target and advises you of such introduction within seven (7) days of Purchaser signing this Agreement.

If Consultant (i) arranges an exclusive introduction to the principals of Target and (ii) provides recent financial information for Target of the type customarily used in the valuation of a company, including income statement and balance sheet information, then in the event a Transaction, as defined below, is consummated on or before the first anniversary of the date of this Agreement, Consultant will be entitled to a cash fee (“Transaction Fee”) equal to a “Lehman Formula” as follows:

- 5% of the Total Enterprise Value (as defined below) between \$0 and \$1,000,000;
- 4% of the Total Enterprise Value between \$1,000,001 and \$2,000,000;
- 3% of the Total Enterprise Value between \$2,000,001 and \$3,000,000;
- 2% of the Total Enterprise Value between \$3,000,001 and \$4,000,000; and
- 1% of any Total Enterprise Value above \$4,000,000.

Notwithstanding the foregoing, if Target subsequently engages an advisor, investment banker or other agent after the Consultant’s initial introduction to Target to create a multiple bidder environment for the sale of Target, then in lieu of calculating the Transaction Fee in accordance with the immediately preceding paragraph Consultant will instead be entitled to a Transaction Fee equal to one-half of one percent (1/2%) of Total Enterprise Value of Target.

Consultant acknowledges and agrees Purchaser will be responsible only for the payment outlined above to Consultant with respect to said Transaction. To the extent any other party with whom Consultant is affiliated makes any claim for a buy-side broker’s or finder’s fee related to the Transaction or Target, Consultant will be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

The foregoing assumes that there are no fees or any other form of consideration to be paid to

Consultant by Target or any other party as a result of the closing of the Transaction. If Consultant earns or collects a fee and/or any other form of consideration from any other party in connection with the Transaction, then the amount of fee due from Purchaser shall be reduced by the amount of such other fee or consideration.

For purposes of this Agreement, the Term "Transaction" means any acquisition, merger, consolidation, reorganization, recapitalization, business combination or other transaction pursuant to which the Target is acquired, (in whole or in part), by, or combined with the Purchaser, the effect of which is that Purchaser "controls" Target. For purposes of this Agreement, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Target, whether through ownership of voting securities or by contract or otherwise.

For purposes of this Agreement, the term "Total Enterprise Value" means, without duplication, the total equity investment, plus any assumed or new issued indebtedness and deferred or contingent payments. The Transaction Fee is payable at closing unless a portion of the Total Enterprise Value is not payable at closing in which case the Transaction Fee related to the deferred portion of the purchase consideration shall be paid to the Consultant when the deferred portion of the purchase consideration is actually paid to the seller of Target.

Please note that "Total Enterprise Value" will not include consideration described above for which a corresponding liability exists. For example, to the extent "Total Enterprise Value" is increased to "gross up" the tax benefit of doing an asset purchase as opposed to a stock purchase, this increase will not be counted in the calculation of Total Enterprise Value. Total Enterprise Value will not include the working capital left in the business or any adjustments to working capital.

The Agreement shall automatically terminate and be of no further force and effect one year from the date hereof; provided, however, that each Party hereto may terminate this Agreement upon ten (10) day notice to the other. To the extent Purchaser terminates this Agreement prior to the one-year anniversary hereof and a Transaction is consummated by Purchaser with Target prior to the one-year anniversary of the Agreement, Consultant will be entitled to receive the Transaction Fee set forth herein.

This Agreement and the performance hereunder shall be governed by the laws of the State of New York without reference to the conflicts of law principles thereof. Any disputes arising hereunder shall be settled through an arbitration proceeding in New York, New York in accordance with the rules of the American Arbitration Association, and no Party shall be entitled to special, punitive or consequential damages. Nothing herein contained shall be deemed to create a joint venture or partnership relationship between the Parties hereto. Consultant acknowledges and agrees Purchaser does not have any obligation to pursue a Transaction, and that no obligation to pay a Transaction Fee or any other fee exists until definitive documentation is entered into by Purchaser and Target and thereafter consummated within the time period specified in this Agreement. To the extent a Transaction is consummated, Consultant acknowledges Purchaser will be obligated to pay the Transaction Fee pursuant hereto, and Consultant will not seek compensation from any shareholder of Purchaser or from their affiliates (other than Purchaser), including without limitation LPC. Consultant agrees that Consultant will be acting on behalf of Purchaser, as its agent, and that Consultant will not take or seek to take compensation from Target or its shareholders. Notwithstanding the foregoing, neither Party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. Consultant agrees to pay all taxes and fees incurred by him in connection with the compensation received by him hereunder. Each Party hereto represents and warrants that the terms and conditions of this Agreement do not, and will not, conflict with or violate any term and conditions of any other agreement or commitment to which it is bound (including any agreements relating to employment). The Parties agree an electronic copy of their signature shall be deemed an original, and this Agreement may be executed in one or more counterparts, each of which shall be deemed

an original but all of which together all constitute one and the same instrument.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a counterpart of this Agreement to the undersigned.

Sincerely,

LONG POINT CAPITAL FUND III, L.P.
on behalf of Purchaser

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

By: _____

Name: _____

Title: _____

Acceptance Date: _____