



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 ("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 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.

In consideration for Consultant having introduced Purchaser to Target and provided that Consultant arranges a substantive conversation and provision of information by the Target within ninety (90) days from the date hereof, in the event a Transaction shall be consummated on or before the first anniversary of Purchaser's initial conversation with Target following Consultant's introduction, Consultant will be entitled to a cash fee ("Transaction Fee") equal to a "Lehman Formula" as follows:

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

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 associated makes any claim for a buy-side broker's or finder's fee related to the Transaction or Target, you will be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

The foregoing assumes that there are no such fees to be paid to Consultant by the Target as a result of the closing of the Transaction. If Consultant earns or collects a fee and/or any other form of Aggregate Consideration from any other party in connection the with 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 that 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 "Aggregate Consideration" means, without duplication, everything of value received by, paid or payable to Target and/or its shareholders ("Seller") by Purchaser in connection with a Transaction, including but not limited to cash, assets, securities, promissory notes, earn-outs, other deferred payments, and assumption of indebtedness by Purchaser (other than ordinary course liabilities). Additionally, Aggregate Consideration will include compensation paid to the Seller for agreements not to compete, employment agreements, real estate leases and consulting or other similar agreements solely to the extent that such consideration is in excess of commercially reasonable amounts for such agreements or arrangements for businesses similar to Target and for transactions of similar size to the Transaction. If an earn-out payment or other deferred or contingent compensation arrangement is part of the Aggregate Consideration, then the Transaction Fee associated with the earn-out consideration shall only be paid at the same time and in the same form as the Seller receives the deferred or contingent compensation, if ever.

Please note that "Aggregate Consideration" will not include consideration described above for which a corresponding liability exists. For example, to the extent "Aggregate Consideration" 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 Aggregate Consideration. Aggregate Consideration 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 introduction to the Target, 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. 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: _____